

The City of Chicopee City Council meeting will be held on January 21, 2025, at the City of Chicopee City Hall Auditorium located at 274 Front Street, 3rd Floor, Chicopee, Massachusetts at 6:30 p.m. and via Zoom. The items to be discussed include the agenda items listed below.

Mayor's Orders briefing and announcements by Mayor Vieau or designee.

Public Input

Communications

Minutes 12/3/24 City Council Meeting

MO-1 Mayor's appropriation of Sixty thousand and 00/100 dollars (\$60,000.00) to the following named account: Building Special Account for Emergency Demolition/Emergency Security from available funds in the Stabilization Fund.

MO-2 Mayor's appropriation of Two hundred forty nine thousand nine hundred thirty two and 70/100 dollars (\$249,932.70) to the following named account: Police Expense Account for Computer Software from available funds in the Stabilization Fund.

MO-3 Mayor's appropriation of Sixty six thousand two hundred thirteen and 78/100 dollars (\$66,213.78) to the following named account: Settlement in the Case of Police Wage Act Claims of Helder Silveira, Nicholas Anthony, Austin James, Paul James, and Ariel Roldan vs. City of Chicopee from available funds in the Stabilization Fund.

MO-4 Mayor's appropriation of Fifty seven thousand two hundred twenty seven and 41/100 dollars (\$57,227.41) to the following named account: Golf Special Account for Purchase of Equipment from available funds in the following named Golf Revolving Accounts:

Pro Shop Revolving	\$40,000.00
Driving Range Revolving	<u>17,227.41</u>
	\$57,227.41

MO-5 Mayor's appropriation of Eleven thousand five hundred sixty five and 00/100 dollars (\$11,565.00) to the following named account: Planning Expense Account for Special Services from available funds in the Stabilization Fund.

MO-6 Mayor's appropriation of Two hundred thirty and 00/100 dollars (\$230.00) to the following named account: Management Information Systems Special Account for Service Contracts from available funds in the Stabilization Fund.

MO-7 To the City Council:

You are hereby notified that I have this day appointed Yvette Tootle, 15 Kurtz Street, Chicopee, Massachusetts, 01013 as a member of the Commission on Disability to serve as a member for the term of 3 years expiring on the first of June 2028. To which appointment I ask the confirmation of your honorable Council.

*New appointment

MO-8 To the City Council:

You are hereby notified that I have this day appointed Jim Hosey, 90 Bridle Path Road, Chicopee, Massachusetts, 01013 as a member of the Westover Metropolitan Development Corporation to serve in such office for the term of 3 years expiring on the first of February 2028. To which appointment I ask the confirmation of your honorable Council.

*Re-Appointment

MO-9 To the City Council:

You are hereby notified that I have this day appointed Maureen M. Cayer, 41 Marlborough Street, Chicopee, MA as a member of the Mobile Home Rent Control Board to serve until the first of December 2027. To which appointment I ask the confirmation of your honorable Council.

*Re-Appointment

MO-10 To the City Council:

You are hereby notified that I have this day appointed Mary Anne T. Cierpial, 61 Grape Street, Chicopee, Massachusetts, 01013 as a member of the Ambulance Commission to serve as a member for the term of 3 years expiring on the first of January 2028. To which appointment I ask the confirmation of your honorable Council.

*Re-appointment

MO-11 To the City Council:

You are hereby notified that I have this day appointed Katherine Collins-Kalbaugh, 14 Nawrocki Drive, Chicopee, Massachusetts, 01020 as a member of the Ambulance Commission to serve as a member for the term of 3 years expiring on the first of January 2028. To which appointment I ask the confirmation of your honorable Council.

*Re-appointment

MO-12 To the City Council:

You are hereby notified that I have this day appointed Jan F. Wegrzynek, 38 Sergeant Ave., Chicopee, Massachusetts, 01020 as a member of the Ambulance Commission to serve until the first of January 2028. To which appointment I ask the confirmation of your honorable Council.

*Re-appointment

MO-13 Ordered that the City Council accept the donations in the amount of Five thousand eight hundred eighty five and 00/100 dollars (\$5,885.00) to the Chicopee Council on Aging for senior meals for the month of December, 2024. Said donations are accepted in accordance with M.G.L. Chapter 44 Section 53A.

- MO-14 Ordered that the City Council accept the attached list of donations in the amount of Seven hundred fifty one and 00/100 dollars (\$751.00) to the Chicopee Council on Aging. Said donations are to be used for programming and they are accepted in accordance with M.G.L. Chapter 44 Section 53A.
- 15 A favorable Human Resources Committee report: Mayoral appointment of Denise Londrville as a member of the License Commission to serve as a member for the term of 6 months expiring on the first of June 2025.
- 16 A favorable Human Resources Committee report: Mayoral appointment of Timothy Foley to the Golf Commission to serve in such office expiring on the first day of November 2028.
- 17 A favorable License Committee report: Application for a Junk Dealers License at 1600 Memorial Drive (Inside Price Rite 0361). Applicant—EcoATM, LLC, 10121 Barnes Canyon Road, San Diego, CA 92121.
- 18 A favorable License Committee report: Application for an Auto Repair License for Alsultanit, LLC, located at 238 Meadow Street. Applicant: Taha Alsuntani, 11 Baldwin Street, West Springfield, MA 01089.
- 19 A favorable License Committee report: Application for Class II License for Alsultanit, LLC, located at 238 Meadow Street. Applicant: Taha Alsuntani, 11 Baldwin Street, West Springfield, MA 01089.
- 20 A Rules Committee report: Be it Ordered that the Rules and Orders of the City Council Meetings shall be amended as follows:

Rule #15

DELETE

Standing committees shall be appointed as follows: Public Works, Personnel, Recreation, Communications, Utilities, Finance, Community Development, Senior Citizens, Ordinance, Rules, License, Public Safety/Police Commission, Zoning, Water Resource, Claims and Accounts, and Resort Casinos and Gaming. The Committee on Finance shall consist of five (5) members to include the President and four (4) other members. The committee on Zoning shall consist of five (5) members. The Resort Casinos and Gaming Committee will conform to the Gaming Act of the Commonwealth of Massachusetts and all city ordinances of the City of Chicopee either as a host community of a surrounding community neighbor and consist of five (5) members.

AND INSERT IN PLACE THEREOF

Standing committees shall be appointed as follows: Public Works, Personnel, Recreation, Communications, Utilities, Finance, Community Development, Senior Citizens, Ordinance, Rules, License, Public Safety/Police Commission, Zoning, Water Resource, Claims and Accounts, and Resort Casinos and Gaming. The Committee on Finance shall consist of five (5) members to include the President and four (4) other members. The committee on Zoning shall consist of five (5) members. The Resort Casinos and Gaming Committee will conform to the Gaming Act of the Commonwealth of Massachusetts and all city ordinances of the City of Chicopee either as a host community of a surrounding community neighbor and consist of five (5) members. The function

of these committees is to research, discuss, and modify proposals for more efficient consideration by the City Council. There shall be a Committee of the Whole, which shall consist of all members of the Council.

No item shall be referred to the Committee of the Whole except if referred by a two thirds majority vote of the Council.

21

A Rules Committee report: Be it ordered that a petition to the General Court, accompanied by a bill for a special law relating to the recall of any holder of elective office in the City of Chicopee to be filed in the General Court with an attested copy of this order, be and hereby is, approved under Clause (1) of Section 8 of Article 2 of the Amendments to the Constitution of the Commonwealth of Massachusetts, so that the attached Legislation be adopted precisely as follows, except for clerical or editorial changes of form only:

An act relative to the recall of any holder of elective office in the City of Chicopee.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Any holder of an elective city office in the City of Chicopee may be recalled from office for any reason by the registered voters of the city as provided in this act.

An initial recall affidavit signed by at least 500 registered voters of the city containing the voters' names and addresses may be filed with the City Clerk. The initial recall affidavit shall contain the name of the officer sought to be recalled, the office sought to be recalled and a statement of the grounds for recall. The City Clerk shall immediately forward the recall affidavit to the Registrar of Voters for verification of signatures,

The Registrar of Voters shall verify the signatures on the initial recall affidavit within 14 calendar days of receipt of the initial recall affidavit. If the initial recall affidavit is found to contain a sufficient number of verified signatures, the City Clerk shall deliver to the first 10 registered voters who signed the affidavit a formal numbered and printed recall petition sheet with the City Clerk's official seal and addressed to the City Council demanding the recall and the election of a successor to the office.

The 10 registered voters of the city to whom the City Clerk delivered recall petition sheets shall have 30 days from the date of delivery of the recall petition sheets in which to file their signed recall petition sheets with the City Clerk.

To proceed with the recall election, the City Clerk shall receive within 30 days from the date of delivery of the recall petition sheets, the required number of signed recall petition sheets containing the signatures, names and street addresses of at least 5,000 of the registered voters of the City of Chicopee as of the date the signed recall petition sheets are delivered to the City Clerk.

Within 5 working days of receipt of the recall petition sheets, the City Clerk shall submit the recall petition sheets to the Registrar of Voters and the Registrar of Voters shall verify the number of signatures which are names of registered voters of the City.

If the total recall petition sheets shall be found and certified by the Registrar of Voters to be sufficient, the certified petition shall be submitted with the certificate of the City Clerk to the City Council without delay. The City Council shall give written notice of the receipt of the certified petition to the officer sought to be recalled. If the officer does not resign within 5 calendar days of the date notice, then the City Council shall promptly order an election to be held on a date fixed by them not more than 90 days after receipt of the certified petition.

If any other city election is scheduled to occur within 100 days after the date of receipt of the certified petition, the City Council may postpone the holding of the recall election to the date of the other election and may include the question of recall on the ballot for that other election. If a vacancy occurs in the office after a recall election has been ordered, the election shall nevertheless proceed as provided in this act.

An officer sought to be recalled may be a candidate to succeed the officer in an election to be held to fill the vacancy. Unless the officer requests otherwise in writing, the City Clerk shall place the officer's name on the ballot without nomination. The nomination of other candidates, the publication of the warrant for the recall election and the conduct of the nomination and publication, shall all be in accordance with the law relating to elections, unless otherwise provided in this act.

Recall of One or more Office Holders: The question of recalling any number of officers may be submitted at the same election. For each officer whose recall is sought there shall be a separate ballot. The nomination of candidates to succeed an officer whose recall is sought, the publication of the warrant for said recall election, and the conduct of such election, shall all be in accordance with the provisions of the General Laws.

The incumbent shall continue to perform the duties of the office until the recall election. If the incumbent is not recalled, the incumbent shall continue in office for the remainder of the unexpired term. If not re-elected in the recall election, the incumbent shall be considered removed from office immediately and the office vacant.

Any elected official that is indicted for a crime punishable by imprisonment, shall be placed on paid administrative leave until the resolution of the case. If said elected official is convicted of a crime punishable by imprisonment, they shall be terminated per Chapter 435 of the Acts of 2014. The City Council shall determine by majority vote who shall fill the temporary vacancy imposed by the paid administrative leave.

An initial recall affidavit shall not be filed against an officer within 6 months after the officer takes office or within the last 6 months of the term. In the case of an officer subjected to a recall election and not recalled, a new recall affidavit shall not be filed against that officer until at least 3 months have elapsed after the election at which the previous recall was submitted to the voters of the City.

Recall Election Ballots

Ballots used in a recall election shall submit the following propositions in the order indicated:

For the recall of (name of officer)

Against the recall of (name of officer)

Immediately to the right of each proposition there shall be a square in which the voter, by making a cross mark (x), may vote for either of such propositions. Under the proposition shall appear the word "Candidates" and the direction "Vote for One" and beneath the names of the candidates nominated as hereinbefore provided.

SECTION 2. So much of the charter of said City and of the amendments thereto as is inconsistent herewith is hereby repealed.

SECTION 3. This act shall take effect upon its acceptance by a majority of the qualified voters of the City of Chicopee, present and voting therein at the state election in the current year and shall be known as Article VIII Section 66 of the Charter of the City of Chicopee.

22 A Rules Committee report: Be it Ordered that the City Council meet to discuss the Open Meeting Law Complaint filed by Jonathan Gerhardson received on December 13, 2024 regarding the meeting agendas and minutes not being ADA compliant and the zoom link for City Council meetings and committee meetings not being clickable.

23 A Rules Committee report: Be it Ordered that the Rules Committee meet for an update and review on requests for withdrawals on petitions in subcommittees.

24 Be it Ordered that the Financial Management Resources Bureau of the Division of Local Services be invited to conduct a review of Chicopee's Municipal Financial Policies and Financial Management Structure.

Wagner

25 Be it Ordered that the Auditor, or the Auditor's representative, present a quarterly Year-to-Date budget report to the City Council every fiscal year quarter going forward upon passage of this order. Be it further ordered that any appropriation necessary to comply with this order be made by the Mayor and transmitted to the City Council for approval.

Wagner

26 Be it Ordered that the Auditing Department of the City Council and M.I.S. Department establish a web page on the Chicopee municipal website to publish Year-to-Date budget reports. Be it further Ordered that the Auditor, or the Auditor's representative, publish one current Year-to-Date budget report to this web page per month. Be it further Ordered that any appropriation necessary to comply with this order be made by the Mayor and transmitted to the City Council for approval.

Wagner

- 27 Be it Ordered that the position of a full-time code enforcement officer be added to the City Council's office or the Mayor's office. Be it further Ordered that, under the provisions of M.G.L. Chapter 44 Section 33, an appropriation of \$65,000 be appropriated from the Stabilization Fund account to fund the salary for this position.

Wagner

- 28 Be it Ordered that the Law Department, Planning Department, and Engineering Department conduct a review of the Commonwealth's Affordable Homes Act, specifically the sections relating to accessory dwellings, and recommend to the City Council their recommendations, if any, to appropriately and reasonably regulate such accessory dwellings.

Wagner

- 29 Resolution

Whereas Chapter 90 infrastructure funding has not exceeded \$200 Million USD for more than three fiscal years since 2012 and,

Whereas the cost of infrastructure and construction projects have risen considerably due to inflation and,

Whereas the need to fund critical infrastructure projects has increased substantially over the last thirteen years,

Now, therefore, be it ordered that the Chicopee City Council requests that the General Court of the Commonwealth of Massachusetts appropriate extra funding for Chapter 90 projects in line with the recommendation of the Massachusetts Municipal Association to an amount of \$300 Million USD.

Be it further ordered that the Chicopee City Council also send this petition to the City Council's in the following communities to consider and endorse: Springfield, Holyoke, Westfield, West Springfield, Agawam, Pittsfield, Greenfield, North Adams, East Longmeadow, Palmer, Northampton, and Easthampton.

Wagner

- 30 Be it Ordered that the full agenda and backup material for the City Council meetings and Committee meetings be uploaded to the city website, and that such agendas and materials be uploaded with appropriate notice in accordance with the Open Meeting Law.

Wagner

- 31 Be it Ordered that the Rules and Orders of the City Council Meetings shall be amended as follows:

Delete

12 (d) The President shall open the meeting to public input. Public input shall be limited to three (3) minutes. No person(s) shall be allowed to yield time to another during public input. The individual shall give their name and address prior to speaking. At any time a person not present at the close of public input makes a request to address the City Council; he or she will require a two-thirds majority roll call vote of the Council before being allowed to proceed.

And Insert in Place Thereof

12 (d) The President shall open the meeting to public input. Public input shall be limited to three (3) minutes. No person(s) shall be allowed to yield time to another during public input. The individual shall give their name and address prior to speaking. At any time a person not present at the close of public input makes a request to address the City Council, he or she will require a two-thirds majority roll call vote of the Council before being allowed to proceed. No person shall speak during public input who is not a resident of the City of Chicopee or who does not have business pending before the committee such as but not limited to License and Zoning applications.

Wagner

32

Proclamation: Honoring the Record-Breaking Achievements of the CCHS Girls Indoor Track Team:

Chicopee City Council

Proclamation

Honoring the Record-Breaking Achievements of the CCHS Girls Indoor Track Team

WHEREAS, the Chicopee City Council takes great pride in recognizing the outstanding accomplishments of local students who demonstrate excellence, dedication, and sportsmanship; and

WHEREAS, the CCHS Girls Indoor Track Team has achieved remarkable success during the 2024-2025 indoor track season, setting new school records and earning accolades through hard work and teamwork; and

WHEREAS, on December 22, 2024, at the CCHS Meet, the 4x200 relay team—consisting of Alex Sawicki, Gianna Sleeper, Arberesha Ibrahim, and Kyla Shumsky—achieved a time of 1:50.04, earning 1st place out of 10 teams and breaking the school record previously set in February 2024; and

WHEREAS, on December 28, 2024, at the Boston Holiday Challenge Invitational at the New Balance Track, the same 4x200 relay team earned 6th place overall with an impressive time of 1:50.54, proudly representing Chicopee and their school on a regional stage; and

WHEREAS, on January 5, 2024, Alex Sawicki claimed 1st place in the 55-meter dash with a time of 7.44 seconds, breaking the school record and further showcasing her individual talent and dedication; and

WHEREAS, on the same day, the 4x400 relay team of Alex Sawicki, Gianna Sleeper, Arberesha Ibrahim, and Kyla Shumsky achieved a time of 4:26.45, earning 1st place and setting another school record, further solidifying their legacy of excellence; and

WHEREAS, the accomplishments of these student-athletes bring great pride to their families, their school, and the entire Chicopee community, serving as an inspiration for future generations to pursue their goals with determination and teamwork;

NOW, THEREFORE, BE IT RESOLVED, that the Chicopee City Council, on behalf of the citizens of Chicopee, officially recognizes and honors the CCHS Girls Indoor Track Team for their record-breaking achievements, their dedication to excellence, and their representation of Chicopee with distinction; and

BE IT FURTHER RESOLVED, that this proclamation be entered into the official record of the Chicopee City Council as a testament to the remarkable accomplishments of these student-athletes and their positive impact on our community.

Dated this 21st day of January, 2025.

Shumsky

- 33 An application for a NEW Home Occupation License at 34 Pajak Street for the purpose of doing cottage kitchen baking permit-no storefront. Made to order baked goods & for sale @ Farmers markets/retail residential kitchen permit. Applicant: Patricia Cataldo, 34 Pajak Street, Chicopee, MA 01013.
- 34 An application for a NEW Junk Dealer's License at: 81 Center Street. Applied for by: Millie Onn Moore. Name and address of Petitioner: Michelle Johnson, 42 Second Street, Springfield, MA 01104.
- 35 An application for a NEW Class II License for: JP Auto Repair and Sales at 401 Hampden Street. Applicant: Garnett Dunkelly, 578 Springfield Street, 1st Floor, Chicopee, MA.
- 36 An application for a NEW Auto Repair License for: JP Auto Repair and Sales at 401 Hampden Street. Applicant: Garnett Dunkelly, 578 Springfield Street, 1st Floor, Chicopee, MA.

Councilor's Announcements

Adjournment:

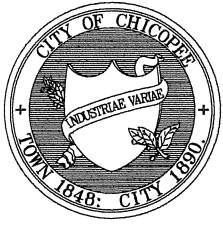
ATTEST:



Keith W. Rattell, City Clerk

NO. _____

MO-1



CITY OF CHICOPEE
MASSACHUSETTS

CITY CLERK'S OFFICE
CITY OF CHICOPEE

2025 JAN 14 P 4:24

JANUARY 21, 2025

ORDERED THAT THE SUM OF SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) BE AND
HEREBY IS APPROPRIATED TO THE FOLLOWING NAMED ACCOUNT:

BUILDING SPECIAL ACCOUNT FOR EMERGENCY DEMOLITION/EMERGENCY SECURITY
(ACCT # 12410004-624001)

SAID AMOUNT IS TO BE TAKEN FROM AVAILABLE FUNDS IN THE STABILIZATION FUND
(ACCT # 83001008-599980).

Introduced by Councilor _____

Recommended by John Mayor

City Council Action: _____

Presented to the Mayor for approval _____
Date

Approved _____ Mayor

Returned to City Clerk _____ Attest _____ City Clerk
Date



CITY OF CHICOPEE

Building Department

115 Baskin Drive, Chicopee, MA.

413-594-1440 (office)

413-594-1446 (fax)

Office Hours M-F 7-5

Frank Boron
Building Commissioner

Karl Ferguson
Assistant Building Commissioner

David Guilbert
Deputy Building Commissioner

Notice

RE: Request for Emergency Appropriation of Funds through City Council

To: Mayor John Vieau
CC: Sharyn Riley

January 6, 2025

Mr. Mayor,

REQUEST: *[Emergency Allocation of \$60,000 to be added to the Emergency/Demolition Fund (12410004-624001) for security of 165 Front Street from Jan 1st 2025, through February 28th 2025; plus minimal maintenance to maintain fire sprinklers and access]*

We require an emergency appropriation of funds in the amount of \$60,000 to cover security (\$5,000/week for 9 weeks = \$45,000)

[NOTE: Security is required by MGL 143 § 6-12 and Per our contract with the security company, it requires a minimum 30 day notice to cancel; Invoice was due Jan 1st 2025] and to do the most basic maintenance of the fire sprinkler system and plowing for first responder access (\$15,000)

[NOTE: The first of what historically will be numerous water main breaks has been repaired at a cost of almost \$5,000, one of which has been repaired last week Invoice was due December 27th 2024; A Plowing contract is yet to be obtained and thankfully no significant storms have taken place this year; access for first responder vehicles is required for this ½ mile long parcel of land that surrounds the structure] of 165 Front Street property for the Emergency/Demolition Fund (12410004-624001)

I will defer to council if they would rather see a separate account to get set up just for Silverbrick going forward to keep all expenses related to this property to potentially either get reimbursed or have a lien on the property.

JAN 6 2025 AM 11:13

NOTES:

- The city has **not** taken over "ownership", merely securing it as per the state building code **780 CMR §116.1 Unsafe structures; as per 780 CMR IPMC § Appendix A Standard**
- **MGL 143 § 6-12** require that we secure the building if the owner is negligent
- If the potential new buyer falls through, we will act on boarding it ASAP. (\$95,000)
Once Boarded, we can cease the 24/7 security and bring that down to a once-a-day drive through (\$25/day) and control access by appointment by the various entities that have easements on the property. (we've already secured 3 bids for boarding)
- Though there is a court order in effect to force the current owner to comply with securing the property, they state that they are broke and are not doing it.
- The Emergency/Demolition fund must remain intact for other buildings concerns throughout the city.

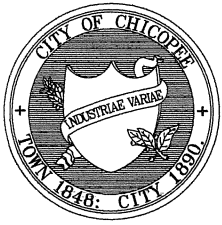
Respectfully,



Frank Boron

Building Commissioner

N0. _____



**CITY OF CHICOPEE
MASSACHUSETTS**

mo-2
CITY CLERK'S OFFICE
CITY OF CHICOPEE

2025 JAN 14 P 4:24

JANUARY 21, 2025

ORDERED THAT THE SUM OF TWO HUNDRED FORTY NINE THOUSAND NINE HUNDRED THIRTY TWO AND 70/100 (\$249,932.70) BE AND HEREBY IS APPROPRIATED TO THE FOLLOWING NAMED ACCOUNT:

**POLICE EXPENSE ACCOUNT FOR COMPUTER SOFTWARE
(ACCT # 12100002-551010)**

**SAID AMOUNT IS TO BE TAKEN FROM AVAILABLE FUNDS IN THE STABILIZATION FUND
(ACCT # 83001008-599980).**

Introduced by Councilor _____

Recommended by _____

Mayor

City Council Action:

Presented to the Mayor for approval _____

Date

Approved _____

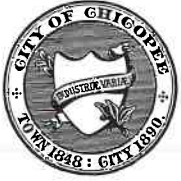
Mayor

Returned to City Clerk _____

Date

Attest _____

City Clerk



**The City of
Chicopee**

110 Church Street
Chicopee, MA 01020
(413) 592-6341

CHICOPEE POLICE DEPARTMENT
Chief Patrick J. Major

January 3, 2025

Mayor John Vieau
Executive Office, City Hall
Chicopee, MA

Dear Mayor,

I respectfully request an appropriation of \$249,932.70, to be put into our Computer Software expense account, #12100002-551010. This is the amount the Chicopee Police Department was awarded under the SFY25 Law Enforcement Body-Worn Camera Program. This grant was accepted at the November 7, 2024, City Council meeting.

Respectfully,

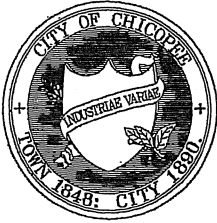
Patrick Major
Chief of Police

CC: Sharyn Riley, City Auditor

JAN 3 2025 PM 12:35

N0. _____

MD-4



CITY OF CHICOPEE
MASSACHUSETTS

CITY CLERK'S OFFICE
CITY OF CHICOPEE

2024 OCT 30 A 10:07

NOVEMBER 7, 2024

ORDERED THAT THE CITY COUNCIL ACCEPT THE SFY25 LAW ENFORCEMENT BODY-WORN CAMERA PROGRAM IN THE AMOUNT OF TWO HUNDRED FORTY NINE THOUSAND NINE HUNDRED THIRTY TWO AND 70/100 DOLLARS (\$249,932.70) FROM THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY TO THE CHICOPEE POLICE DEPARTMENT. SAID GRANT IS ACCEPTED IN ACCORDANCE WITH M.G.L. CHAPTER 44 SECTION 53A.

Introduced by Councilor _____

Recommended by _____

Mayor

City Council Action: 11/7/24: Motion made by Councilor Shumsky to receive and pass. Motion passed through all stages by aroll call vote of 12 yes, 1 abstained. Councilor Pniak-Costello abstained..

Presented to the Mayor for approval _____

NOV 13 2024

Date

Approved _____

11-14-24

Mayor

Returned to City Clerk _____

NOV 14 2024

Date

Attest _____

City Clerk



**The City of
Chicopee**

110 Church Street
Chicopee, MA 01020
(413) 592-6341

CHICOPEE POLICE DEPARTMENT
Chief Patrick J. Major


September 25, 2024

Mayor John L. Vieau
Executive Office-City Hall
Chicopee, MA 01013

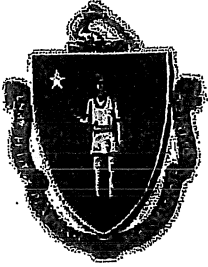
Dear Mayor,

I am pleased to inform you that the Chicopee Police Department has been awarded \$249,932.70 under the SFY25 Law Enforcement Body-Worn Camera Program. Please initiate the proceedings to have this award accepted in accordance with M.G.L. Chapter 44, Section 53A.

Sincerely,



Patrick J. Major
Chief of Police



The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research

35 Braintree Hill Office Park
Braintree, MA 02184

Tel: (617) 725-3301

Fax: (617) 725-0260

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

TERRENCE M. REIDY
Secretary

KEVIN STANTON
Executive Director

July 25, 2024

Patrick Major, Chief of Police
Chicopee Police Department
110 Church Street
Chicopee, MA 01020

Dear Chief Major,

I am pleased to inform you that the **Chicopee Police Department** has been awarded **\$249,932.70** from the **Office of Grants and Research (OGR)** to support the **SFY25 Law Enforcement Body-Worn Camera Program**.

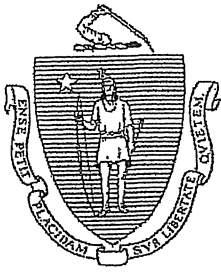
Additional correspondence, including all the necessary documents required to make this award official are included in this email. **Please note, your official start date will be the date that your returned contract is signed and dated by OGR and will terminate on June 30, 2025.**

In the meantime, if you have any questions, please feel free to contact Samantha Frongillo, Program Manager at: Samantha.Frongillo@mass.gov.

Congratulations on your award. I look forward to working with you and your staff on this important public safety initiative.

Sincerely,

Kevin Stanton
Executive Director



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

July 25th, 2024

Patrick Major, Chief of Police
Chicopee Police Department
110 Church Street
Chicopee, MA 01020

Dear Chief Major,

We are pleased to notify you that the **Chicopee Police Department** has been awarded **\$249,932.70** in state funding from the **SFY25 Law Enforcement Body-Worn Camera Program** offered by the Executive Office of Public Safety and Security's **Office of Grants and Research (OGR)**.

Additional correspondence, including all the necessary documents required to make this award official will be forthcoming from OGR. If you have any questions, please feel free to contact Samantha Frongillo at 781-535-0080 or Samantha.Frongillo@mass.gov.

Congratulations on this award and thank you for your commitment to public safety.

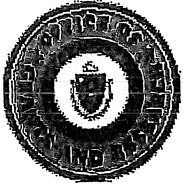
Sincerely,

Handwritten signature of Maura T. Healey in black ink.

GOVERNOR MAURA T. HEALEY

Handwritten signature of Kimberley Driscoll in black ink.

LT. GOVERNOR KIMBERLEY DRISCOLL



2024-2025 Body Worn Camera Grant Application

Massachusetts Office of Grants and Research (OGR), Justice and Prevention Division

Introduction

The Office of Grants and Research (OGR) will make available approximately **\$3,800,000** in funding for municipal law enforcement to establish and implement body-worn camera (BWC) programs.

Grants funds may be used to create a BWC program or expand an existing BWC program. Please note OGR reserves the right to award more or fewer applicants contingent upon availability of state funds.

Applicant Eligibility

Only a police department from a Massachusetts municipality (local unit of government) is eligible to apply. Smaller law enforcement agencies (less than 50 sworn officers) may collaborate and jointly submit one application under this grant program. Each department must assure that they will provide:

- Copies of their Body-Worn Camera (BWC) Wear Policy, and
- Collective bargaining approval or a statement attesting that an attempt was made in good faith to obtain collective bargaining support

For more details, please review the Availability of Grant Funds on our website.

Key Dates

AGF Posted: **Wednesday, April 3, 2024**

Application Due (both electronic and hard copy): **Monday, April 29, 2024 at 4:00pm**

Anticipated Award Announcements: **May, 2024**

Performance Period: **July 2024 - June 30, 2025**

Please email all questions related to this application to **Program Manager, Samantha Frongillo** at Samantha.Frongillo@mass.gov

Directions

Please complete all sections in this application.

The "Save" feature at the bottom of each page allows you to save your responses and provides you with a unique link to return at a later time without losing any information you have entered. Once you have

completed all relevant sections in the application, click the "Submit" button.

Please note that once you submit the application, you will not be able to edit your responses.

Applicant Name

Chicopee Police Department

Applicant Address

110 Church St, Chicopee, Massachusetts 01020-1815

**Senior/Municipal Department Official of the Police
Department Contact**

Name

Patrick Major

Job Title

Chief of Police

Email

pmajor@chicopeepolice.com

Phone

(413) 594-1721

Is the Senior/Municipal Department Official of the Police Department Contact mailing address the same as the agency address?

Yes

Grant Point of Contact

Name

Eric Watson

Job Title

Deputy Chief of Police

Email

ewatson@chicopeepolice.com

Phone

(413) 377-4028

Is the Grant Point of Contact mailing address the same as the agency address?

Yes

Fiscal Point of Contact

Name

Victoria Breton

Job Title

Administrative Specialist

Email

vbreton@chicopeepolice.com

Phone

(413) 594-1721

Is the Fiscal Contact mailing address the same as the agency address?

Yes

Currently Registered in SAM

Yes

Do you have a UEI number?

Yes

UEI Number

DHV9S7TMJ1Z3

Project Summary

Please provide a brief summary of the proposed goods (equipment and/or technology) to be funded through this application (1000 characters).

The Chicopee Police Department proposes to purchase the hardware and accessories necessary to implement the department's first body-worn camera (BWC) program. The proposed purchase includes body-worn cameras, mounting accessories, docking stations for the simultaneous charging and uploading of footage, charging cables and sensor kits to detect the removal of the officer's firearm from the holster and to detect the activation of the officer's cruiser emergency lights with in turn will automatically activate recording on the camera.

Body Worn Camera (BWC) Wear Policy *BWC wear policies must be submitted within 90 days after execution of a grant award contract. This requirement must be submitted prior to any purchasing or spending of grant funds. Please select one.

Will submit a written BWC wear policy within 90 days after execution of award

Collective Bargaining Approval (CBA) *Intent letter or CBA must be submitted within 90 days after execution of a grant award contract. This requirement must be submitted prior to any purchasing or spending of grant funds. Please select one.

Will submit either finalized collective bargaining agreement or documentation to demonstrate sustained good faith efforts to reach agreement within 90 days of the executed contract

Application Narrative

Application Narrative : Needs Assessment

Total number of sworn officers in agency:

152

Number of sworn officers for whom the project expects to provide BWC's as a result of this grant:

152

Expected number of BWC's to be purchased with requested funds:

152

Number of sworn officers with patrol activities or daily citizen interactions in the field:

146

Does your municipality currently have a Body Worn Camera Program?

No

Describe any other funding sources, if available, that are/will be available to support the new or existing BWC program:

The Mayor of Chicopee has expressed his desire and support for the implementation of a BWC program. The Mayor's support includes the willingness to support the financial burden (pending approval of the City

Council) of non-equipment related expenses such as cloud storage of video footage and the salaries of civilian staff that will be dedicated to the program's implementation and ongoing administrative tasks related to the BWC program. These ongoing expenses will be funded through the City's regular annual budget.

Application Narrative : Project Description

Thoroughly describe the goods to be purchased and the purpose of the proposed equipment:

The goods that would be purchased include the following:

152 Axon Body 4 (AB4) Cameras - These BWC's represent the latest and most advanced technology in body worn cameras. The cameras will record interactions between community members and law enforcement officers. The video and audio recordings from BWC's can be used by law enforcement to demonstrate transparency to their communities; to document statements, observations, behaviors, and other evidence; and to deter unprofessional, illegal, and inappropriate behaviors by both law enforcement and the public.

152 AB4 magnetic chargers - The chargers are required to charge the AB4 when not docked. This will be especially useful for extended work periods to ensure continued operation. One magnetic charger will be purchased for each body camera.

50 Axon POV (point of view) camera attachments - AB4 POV attachments are an accessory that allow for mounting of a camera lens that provides a secondary point of view for recording that is especially useful for tactical officers and motorcycle officers and in situations where the standard point of view of a traditionally mounted body camera is not ideal for the circumstances.

19 Axon 8-bay docks - Axon 8-bay docks will simultaneously charge 8 body cameras each while uploading recorded video and installing any required firmware updates. 19 8-bay docks will charge and upload video from 152 AB4's simultaneously.

19 Axon 8-bay mounting brackets - Axon 8-bay mounting brackets are required to mount the 19 8-bay docks to a wall for organized storage, charging and uploading of the AB4 cameras.

5 Axon single-bay docks - Axon single-bay docks charge, upload video and install required firmware updates. The single-bay docks will be used by body-worn camera support personnel to work on individual cameras at their desks.

157 Axon signal sidearm sensors - Axon signal sidearm sensors attach to the officer's firearm and automatically start the recording on the AB4 cameras when the firearm is removed from the holster. This would be particularly useful in a situation where an officer has to react quickly and can not spare the time to activate recording prior to drawing their firearm. This will reduce the chance of a critical incident going unrecorded. 157 sensors will be purchased, 152 for each sworn officer and 5 for tactical officer's secondary holsters.

45 Axon signal unit (vehicle) - Axon vehicle signal units will be installed in 45 departmental vehicles and can be configured to automatically begin recording on the AB4 cameras when the cruiser lights are activated, a rifle is removed from the locked storage or a K-9 vehicle door is remotely opened to release a dog. These sensors would be particularly useful in emergency situations where an officer does not have the time or can not spare the attention of activating the AB4 camera and reduce the chance of a critical incident going unrecorded.

45 Axon signal unit cable assemblies - Axon signal unit cable assemblies are required to attach the Axon signal vehicle unit to the vehicles.

152 Axon rapidlock double molle mount - Axon rapidlock double molle mounts will be purchased for each sworn officer for mounting the AB4 to the outer carrier of their body armor.

152 Axon high retention belt clip - Axon high retention belt clips will be purchased for each sworn officer for mounting the AB4 to their belt during times when their external body armor is not worn.

152 Axon jacket mounts - Axon jacket mounts will be purchased for each sworn officer for mounting the AB4 to their jacket when a jacket is worn as their outermost layer and/or the officer is in plain clothes with their belt line covered with a jacket or other outerwear.

Thoroughly describe applicant's BWC implementation plan:

The BWC program is a high priority for both the City and the Police Department. As such, the City has engaged the Police Department's unions and have begun the bargaining process necessary in order to implement the program. Research has been conducted to include discussions with other agencies who have implemented a BWC program, product demonstrations by various BWC manufacturers, review of policies and procedures for BWC programs, review of various publications such as "Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned" by the Police Executive Research Forum, financial costs and funding sources, laws and regulations pertaining video capture, use and sharing, and the enrollment of an employee in a BWC instructor program to gain expertise and serve as an internal subject matter expert regarding BWC's.

Initial steps have been taken to develop a BWC policy. Continued steps will involve stakeholders including department administrators, union officials, front-line officers and supervisors, technology advisors, legal advisors and training staff. Based on best practices our policy will encompass six key areas: 1.) video capture (activation, deactivation, consent), 2.) video viewing (superior, officer, and critical incident review), 3.) video use (evidence, custodial interviews, intelligence), 4.) video release (public release, FOIA inclusion), 5.) video storage (categorizing, downloading, chain of custody, retention), 6.) process/data audits and controls (training, compliance monitoring, security, violations, policy/program evaluation).

Technical capabilities will continue to be assessed, and planned for, to ensure the necessary technology resources are available to support the BWC program with regards to hardware, software and networking.

Pending the award of the grant and City financial approval, we hope to have a signed contract with Axon by late October. Officers will be trained by Axon and department staff in November and December on the hardware and BWC policy. By January, 2025 we will equip 25 officers and supervisors with cameras. By April 1, 2025 the remaining officers will be equipped with cameras. Following the full implementation, the program will be continuously monitored for problems, challenges, user input, future training and policy modification as needed.

Thoroughly describe the following: (1) where the program will take place/equipment will be used/stored; who will utilize or be responsible for the upkeep, monitoring and maintenance of such goods; etc.

The program will take place within the Chicopee Police Department and the patrolled areas of the City of Chicopee. The majority of the cameras will be stored on docking stations located in a secure armory in close proximity to the department's training area where daily roll call takes place for patrol officers. Additional banks will be located in a secure area of the detective bureau and in a secure secondary armory located in the administrative area of the department. A designated unit will be staffed with at least 3 members and assigned to the upkeep, monitoring and maintenance of the program and equipment.

Thoroughly describe the following: (2) operational procedures and tracking mechanisms that will

be implemented to address the use, review, access, storage, retention, redaction, and deletion of digital evidence media (DEM)

The Chicopee Police Department recognizes the privacy concerns associated with BWC's and that Massachusetts is a two-party consent state. As a result, officers will be required to make verbal notifications of consent prior to recording conversations or interviews with victims and especially when discussing sensitive crimes such as sexual assault or domestic violence. Additionally, there may be instances when officers will be allowed to turn off their BWC pursuant to the BWC policy. Footage will be uploaded at the end of each officer's shift to the cloud via the docking stations. Each officer will be responsible for maintaining the equipment and a supervisor will be notified in the event of any malfunctions or damage. The department intends to utilize a cloud based storage system for BWC footage. The cloud storage will be secure and CJIS compliant and will allow for the management and organization of video. Only authorized personnel determined by the Chief of Police will have access to the cloud storage. The cloud storage system will have the ability to create audit trails and track whether or not footage has been viewed, edited, redacted or deleted. Redactions will be reviewed and processed by authorized personnel chosen by the Chief of Police and will follow procedures covered within Department policy.

Thoroughly describe the following: (3) access to and sharing of BWC footage by agency personnel, prosecutors, other criminal justice stakeholders, and the community.

The Chief of Police will determine the retention period of stored video footage. The retention period will depend on whether or not the footage is considered evidentiary and also held in accordance with the Massachusetts statewide records retention schedule. The Chicopee Police Department will have the ability to share body-worn camera footage with the Chicopee District Court and the Hampden County District Attorney's Office as well as with other criminal justice agencies by sending a secure link to the appropriate personnel. The Chicopee Police Department will have the ability to audit the footage transfer and determine whether the video has been received and/or viewed. The department will also have the ability to share footage with the public when appropriate.

Discuss plan for establishing training protocols for officers, supervisors, and administrators on BWC use and policy:

The department's policy development team will be responsible for creating and publishing the BWC Policy. This policy will include information on training, when BWC's should be activated vs. deactivated, who will have access to footage, how long footage will be retained, how the department will monitor compliance, redactions and consequences for policy violations. Privacy concerns will also be addressed in the policy. Police officers, supervisors, and administrators will be required to review all BWC policies prior to the beginning of the program and electronically acknowledge receipt and understanding of the policy. The department's training unit will offer periodic retraining on the BWC program and periodic training bulletins will be distributed by the department's electronic policy management and training system.

Cite any local procurement rules/regulations required in order to purchase the items or services as described. If known, include information as to the vendor that will be utilized for stated project and/or describe the process utilized to select vendor/contractor:

In following Massachusetts Chapter 30B procurement laws, and due to the cost of the program, we have chosen a vendor that is on the OSD MA PSE01 Contract. The chosen vendor, Axon Enterprise Inc. is a company that we have worked closely with in supplying our tasers, interview room/booking room recording solutions and real-time crime software. By utilizing Axon body cameras, interoperability between the body cameras and our other technology supplied by Axon will be seamless.

Discuss how proposed equipment purchase(s) and program activities directly correlate to the needs assessment provided:

The mission of the Chicopee Police Department is to enhance public safety and reduce crime through the delivery of exceptional police services. Implementation of the BWC program will directly correlate to our department's primary mission. BWC's have been shown to improve public safety, enhance community-police relations, foster better accountability for the actions of police personnel, deter inappropriate conduct

by police officers and members of the public, capture digital audio-video evidence for criminal, civil and traffic-related court cases and to be used as a training tool for officer safety and best practices.

Describe and identify collaboration efforts with other stakeholders to ensure successful implementation of a new BWC program or expansion of an existing BWC program:

Extensive collaboration efforts have been made to ensure a successful implementation of our BWC program. Members of the Chicopee Police Department have attended numerous national conferences, forums, Chief's association meetings, and have met with BWC vendors and peer agencies who have successfully implemented BWC programs across the country as well as discussion with industry experts. Members are scheduled to attend the Axon national BWC conference where information will be exchanged and extensive training will be conducted regarding BWC's. The Chicopee Police Department has engaged the Mayor, City legal advisors, union officials and City Council members in discussions about the implementation of BWC's. The media and the public at large will be engaged once the program is further along the implementation process.

Describe the expected benefit (outcome) for the law enforcement officer, department and community as a result of receiving a grant award:

BWC's have been shown to improve public safety, enhance community-police relations, increase public trust, foster better accountability for the actions of police personnel, deter inappropriate conduct by police officers and members of the public, capture digital audio-video evidence for criminal, civil and traffic-related court cases and to be used as a training tool for officer safety and best practices.

BWC's can improve accountability and transparency by creating video recordings of police activity that may lead to questions following encounters between officers and members of the public. BWC's can help to prevent problems from arising in the first place by increasing officer professionalism, help agencies evaluate and improve officer performance, and allow agencies to identify and correct larger internal problems within the department. As a result, departments report that their agencies have shown a drastic reduction in the number of use of force incidents, are experiencing fewer citizen complaints and that encounters between officers and the public have improved.

Describe specifically how the jurisdiction will sustain and maintain the BWC program during and after the end of the grant period of performance. Please include projected costs after one full year of BWC implementation.

With the support of the Mayor of Chicopee, funding would be sought with the City Council's approval to support the BWC program. The first year of the Axon contract including equipment, service, training and storage is projected to be \$514,783. The difference between the first year cost and any grant funds provided by this grant program would be absorbed by the City. Years two through five are projected to cost \$254,850 per year. These annual expenses would be paid from the City of Chicopee's annual budget. Two civilian staff members will be required to manage the BWC program and the cost of these employees would be paid from the City of Chicopee's annual budget.

Describe the status of negotiations with the department's union(s) to acquire collective bargaining approval of the purchase of BWCs and implementation of a body worn camera wear policy

The Mayor's Office has formally engaged the Chicopee Police Patrolmen's Union and the Chicopee Police Supervisor's Unions in contract negotiations in preparation for a new contract period which will begin on July 1, 2024. All parties are actively engaged in negotiations and the City has informed both unions of their desire to bargain the approval of the purchase of BWC's and the implementation of a BWC program. Negotiations have been moving forward favorably and are expected to be completed prior to the June 30, 2024 expiration of the current contract. We will update the OGR within 90 days of the execution of an award contract as required.

Pertinent information such as graphs or charts may be uploaded on the "Document Upload" page under "Additional Materials."

Implementation Plan, Timeline and Person Responsible

Please discuss your execution plan for this award. This should include how you will ensure the effective implementation and oversight of the project, key activities and milestones, and identification of key partnerships or stakeholders who will play a role in the implementation of this award.

Implementation Plan Summary

Upon award of this grant, the BWC program will be implemented by the Deputy Chief's office which includes staff dedicated to departmental development, technology improvements and integration, civilian information & technology staff and the proposed civilian staff dedicated to the BWC program.

Initial steps will include acceptance of the grant through the Mayor's Office and the City Council and final approval of all additional expenses not covered by the BWC grant including the additional staff necessary to successfully implement and operate the BWC program. This step will be commenced immediately upon grant award by the OGR at the next available City Council meeting.

The BWC policy will be finalized by the department's policy development team within 90 days of grant approval.

Evidence of buy-in from the unions or statements demonstrating a good faith effort to reach union agreement for a BWC program will be supplied to OGR within 90 days of grant approval.

Upon grant award, work will immediately commence with the City's Human Resources Department to finalize job descriptions for the civilian staff proposed to support the BWC program and the hiring process will begin. Once hired, the civilian staff will be trained in the implementation of and operation of the BWC program.

Upon acceptance of the grant award, the contract with Axon will be finalized and the procurement process will begin with the City's Purchasing Department.

Upon contract finalization with Axon, procurement will begin and the training of staff with the assistance of Axon will begin. Upon completion of training, a roll-out of 25 BWC's will be conducted for a three month period where the program will be monitored and evaluated for any problems or needed improvements with regards to the operation of the program and/or policy/procedure modifications. Three months after the initial roll-out of 25 BWC's, the remainder of the BWC's will be deployed and the program will become fully operational.

Equipment/Technology Purchases Key Activities, Milestones, Delivery/Completion Date, and Person Responsible

Equipment/Technology Purchases Key Activities	Milestones/Date Range of Initiation of Activity	Delivery/Completion Date	Title of Person Responsible
Grant award acceptance	Late May / Early June, 2024	6/30/2024	Mayor & City Council
Program funding approval	June 2024	6/30/2024	Mayor & City Council

Hiring of civilian support staff	July 2024	9/30/2024	Mayor, Deputy Chief & Human Resources Director
BWC policy completion	Currently in process	7/31/2024	Deputy Chief
BWC union bargaining	Currently in process	7/1/2024	Mayor & Chief of Police
Axon contract finalization	June 2024	10/31/2024	Deputy Chief & Purchasing Director
Axon delivery of equipment and services	October 2024	11/1/2024	Deputy Chief
BWC program training of civilian & sworn staff	November 2024	12/31/2024	Deputy Chief, Training Sergeant, Axon training staff
Initial roll-out of 28 BWC's & program evaluation	January 2025	3/31/2025	Deputy Chief, BWC support staff
Full implementation of BWC program	April 2025	7/1/2025	Deputy Chief, BWC support staff

Budget

Dollar amount of funding requested in your application
\$249,932.70

Budget Narrative Summary: The budget narrative shall provide a thorough justification on the basis of each proposed cost category in the budget and how the cost supports the goals and objectives of the proposed project(s). Please describe each cost category, the amount requested for the category, and the purpose of the cost/purchase. All costs must be justified in this section. The Chicopee Police Department requests \$249,932.70 in order to cover the costs associated with the hardware needed to implement a body-worn camera program equipping each of the department's 152 sworn officers. If awarded the grant funds, the department will purchase the following equipment:

Axon Body 4 (AB4) Cameras - 152 cameras at \$849.00 each = \$129,048.00
The AB4 is Axon's latest and most feature rich body camera available.

Axon Body 4 magnetic chargers - 152 chargers at \$39 each = \$5,928
Magnetic chargers required to charge the AB4 when not docked. This will be especially useful for extended work periods to ensure continued operation. One magnetic charger will be purchased for each body camera.

Axon POV (point of view) camera attachments - 50 attachments at \$249 each = \$12,450.00
AB4 POV attachments are an accessory that allow for mounting of a camera lens that provides a secondary point of view for recording that is especially useful for tactical officers and motorcycle officers and in situations where the standard point of view of a traditionally mounted body camera is not ideal for the circumstances.

Axon 8-bay dock - 19 docks at \$1,595 each = \$30,305.00

Axon 8-bay docks will simultaneously charge 8 body cameras each while uploading recorded video and installing any required firmware updates.

Axon 8-bay mounting brackets - 19 mounting brackets at \$43.90 each = \$834.00

Axon 8-bay mounting brackets are required to mount the 8-bay docks to a wall for organized storage, charging and uploading of the AB4 cameras.

Axon single-bay docks - 5 single-bay docks at \$229.00 each = \$1,145.00

Axon single-bay docks for charging, uploading video and installing required firmware updates. The single-bay docks will be used by body-worn camera support personnel to work on individual cameras at their desks.

Axon signal sidearm sensors - 157 signal sidearm sensors at \$249 each = \$39,093.00

Axon signal sidearm sensors attach to the officer's firearm and automatically start the recording on the AB4 cameras when the firearm is removed from the holster. This would be particularly useful in a situation where an officer has to react quickly and can not spare the time to activate recording prior to drawing their firearm. This will reduce the chance of a critical incident going unrecorded. 157 sensors will be purchased, 152 for each sworn officer and 5 for tactical officer's secondary holsters.

Axon signal unit (vehicle) - 45 sensors at \$279 each = \$12,555.00

Axon vehicle signal units will be installed in 45 departmental vehicles and can be configured to automatically begin recording on the AB4 cameras when the cruiser lights are activated, a rifle is removed from the locked storage or a K-9 vehicle door is remotely opened to release a dog. These sensors would be particularly useful in emergency situations where an officer does not have the time or can not spare the attention of activating the AB4 camera and reduce the chance of a critical incident going unrecorded.

Axon signal unit cable assemblies - 45 cable assemblies at \$25.00 each = \$1,125.00

Axon signal unit cable assemblies are required to attach the Axon signal vehicle unit to the vehicles.

Axon rapidlock double molle mount - 152 mounts at \$41.75 each = \$6,346.00

Axon rapidlock double molle mounts will be purchased for each sworn officer for mounting the AB4 to the outer carrier of their body armor.

Axon high retention belt clip - 152 clips at \$41.75 each = \$6,346.00

Axon high retention belt clips will be purchased for each sworn officer for mounting the AB4 to their belt during times when their external body armor is not worn.

Axon jacket mounts - 152 mounts at \$31.31 each = \$4,757.60

Axon jacket mounts will be purchased for each sworn officer for mounting the AB4 to their jacket when a jacket is worn as their outermost layer and/or the officer is in plain clothes with their belt line covered with a jacket or outerwear.

Each officer will be fully equipped with an Axon Body 4 Camera, three mounts and necessary charging cables. Two secured storage locations within the police department will be equipped with wall mounted, multi bay, docking stations that will charge and allow for the cameras to upload footage to the cloud server as well as install firmware updates. Single bay docks will be provided to officers and civilian staff who are dedicated to implementing and managing the BWC program. 45 front-line police vehicles will be equipped with a signal unit sensor that will activate the AB4 via Bluetooth when lights and signals are turned on. One of the more notable pieces of hardware in this package are the signal sidearm kits. These battery-powered sensors allow for the body cameras to start recording automatically via Bluetooth signal when an officer's firearm is drawn from the holster. Additionally, 50 AB4 POV camera attachments will be purchased that can be utilized when an officer is on an assignment where a traditionally mounted BWC is not ideal. These

POV attachments will be especially useful for tactical officers and motorcycle officers. The Chicopee Police Department is committed to community policing and works hard to build trust and establish relationships within the community. We feel the hardware listed above and the BWC program as a whole will supplement these activities in further establishing trust and ensuring community-police relations.

Document Upload

Attachment B: Budget Excel Worksheet Form (Summary and Details sheets)
FY25 Attachment B-Body Worn Camera Budget Worksheet (2).xlsm

Additional Materials

Submission and Mailing Instructions

Please review the following instructions carefully. **Both hard copy and online submission are required.**

Applicants must submit the online application no later than **Monday, April 29, 2024 at 4:00pm**. After submitting the online application, the grant contact will receive an email with copies of the completed form and uploaded attachments. Print the application and all additional attachments. The Senior/Municipal Department Official of the Police Department must sign the hard copy application in the designated section below

Print, sign, and mail hard copies to the address below. Applications must be postmarked or hand delivered by **Monday, April 29, 2024 at 4:00pm**.

Office of Grants and Research
Justice and Prevention Division
ATTN: Samantha Frongillo, Program Manager
Executive Office of Public Safety and Security
35 Braintree Hill Office Park, Suite 302
Braintree, MA 02184

For any application questions, please email **Program Manager, Samantha Frongillo** at Samantha.Frongillo@mass.gov.

Please confirm that you will print, sign, and mail your forms to the Office of Grants and Research.
Yes

Senior/Municipal Department Official of the Police Department Signature

As the Senior/Municipal Department Official of the Police Department for

Chicopee Police Department,

I am requesting funds for the 2024-2025 Body Worn Camera Grant award from the Office of Grants and Research. I have reviewed and approve the content contained in this application being submitted for consideration of funding.

Name of Applicant
Chicopee Police Department

Senior/Municipal Department Official of the Police Department Name
Patrick Major

Job Title
Chief of Police

Signature

Date

The confirmation email will go to the grant contact at this email:

ewatson@chicopeepolice.com

IF THIS IS INCORRECT PLEASE RETURN TO THE PREVIOUS PAGE AND UPDATE THE ADDRESS.

Executive Office of Public Safety and Security
Office of Grants and Research
Justice & Prevention Division
Attachment B Budget Worksheet -

CONTRACTS: Contractor fees associated with the equipment/technology purchased (e.g., installation). Provide a description of the product/ services to be procured by contract and an estimate of the cost. Applicants should use a competitive process for procurements compliant with the organization's own procurement policy. If expenditures include installation, please list the cost of installation as a separate line item in the Contracts cost category. Click the "Add Contracts" button to add a new record. To delete an unwanted record, click into the cell that you want to delete, and click the "Delete Row" button.

Contracts/Company	Pay Rate	Quantity	Description	Total Cash Expenditures
Example: JJ Training	\$ 50,000	12.00	Provided training on Body Worn Cameras \$50.00/hour for 12 hours.	\$ 600,000
Subtotal: \$				

EQUIPMENT/TECHNOLOGY: Tangible non-expendable personal property having a useful life of more than one year; cost based on classification of equipment. Click the "Add Equipment" button to add a new record. To delete an unwanted record, click into the cell that you want to delete, and click the "Delete Row" button.

Equipment/Technology	Cost	Quantity	Description	Total Cash Expenditures
Example: Laptop	\$ 1,200.0000	1.00	Dell 1000 Laptop. Purchased (1) laptop at a rate of \$1200.	\$ 1,200.00
Axon jacket mount	\$ 31,300	152.0000	Axon rapidlock jacket mount. Purchase 152 mounts at \$31.30 ea.	\$ 4,757.60
Axon belt clip	\$ 41.7500	152.0000	Axon high retention belt clip for AB4. Purchase 152 clips at \$41.75 ea.	\$ 6,346.00
Axon molle mount	\$ 41.7500	152.0000	Axon rapidlock double molle mount. Purchase 152 at \$41.75 each	\$ 6,346.00
Signal unit cable assembly	\$ 25.0000	45.0000	Signal unit cable assembly. Purchase 45 cable assemblies at \$25 ea.	\$ 1,125.00
Signal unit (vehicle)	\$ 279.0000	45.0000	Signal unit (sensor) for vehicles. Purchase 45 sensors at \$279 ea.	\$ 12,555.00
Signal sidearm	\$ 249.0000	157.0000	Signal sidearm sensor. Purchase 157 sensors at \$249 ea.	\$ 39,093.00
Single-bay dock	\$ 229.0000	5.0000	Single-bay charging/upload dock. Purchase 5 docks at \$229 ea.	\$ 1,145.00
8-bay dock mounting bracket	\$ 43.9000	19.0000	8-bay dock mounting bracket. Purchase 19 brackets at \$43.90 ea.	\$ 834.10
8-bay dock	\$ 1,595.0000	19.0000	8-bay charging/upload dock. Purchase 19 docks at \$1595 ea.	\$ 30,305.00
AB4 POV camera attachment	\$ 249.0000	50.0000	POV camera attachments. Purchase 50 attachments at \$249 ea.	\$ 12,450.00
AB4 magnetic charger	\$ 39.0000	152.0000	AB4 magnetic charger. Purchase 152 chargers at \$39 ea.	\$ 5,928.00
Axon Body 4 (AB4) Camera	\$ 849.0000	152.0000	Axon Body 4 Camera. Purchase 152 cameras at \$849 ea.	\$ 129,048.00
Subtotal: \$				249,932.70

SUPPLIES: Supplies directly correlated to the equipment purchased/program implementation (e.g., batteries, expendable items, etc.) Click the "Add Supplies" button to add a new record. To delete an unwanted record, click into the cell that you want to delete, and click the "Delete Row" button.

Supplies/Company	Cost	Quantity	Description	Total Cash Expenditures
Example: Copy Paper	\$ 50.0000	4.00	\$50.00/box, 4 boxes	\$ 200.00
Subtotal: \$				

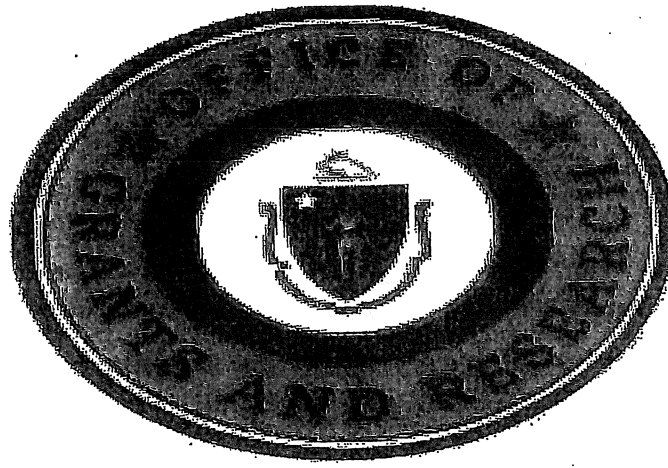
OTHER: List items by major type which are not included in the aforementioned and the basis of computation. Click the "Add Other" button to add a new record. To delete an unwanted record, click into the cell that you want to delete, and click the "Delete Row" button.

Item/Company	Cost	Quantity	Description	Total Cash Expenditures
Example: Telephone	\$ 65.0000	3.00	Verizon: January-March at \$65 per month	\$ 195.0000
Subtotal: \$				

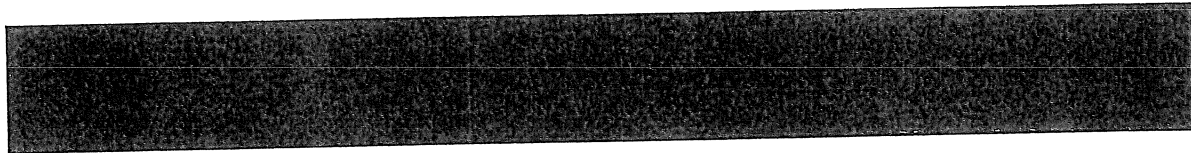
Grand Total: \$				249,932.70
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Subtotals reported on this form will auto-populate on the Budget Summary Sheet. Please take a moment to review that all numbers are correct on both sheets.

Attachment B - Budget Worksheet



FY2025 Body-Worn Cameras



Cost Categories	Total
Contract Costs	\$ -
Equipment Costs	\$ 249,932.70
Supplies Costs	\$ -
Other Costs	\$ -
Total	\$ 249,932.70

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



-This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.comptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Chicopee / Chicopee Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 274 Front St, Chicopee MA 01013-2899		Business Mailing Address: 35 Braintree Hill Office Park, Suite 302, Braintree, MA, 02184	
Contract Manager: Chief of Police Patrick Major	Phone: (413) 594-1721	Billing Address (if different):	
E-Mail: pmajor@chicopeepolice.com	Fax:	Contract Manager: Steven Domings	Phone: (781) 535-0071
Contractor Vendor Code: VC6000192086		E-Mail: steven.domings@mass.gov	Fax: (617) 725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCEPSY25BWCCHICOPEEP	
		RFR/Procurement or Other ID Number: BD-24-1044-EPS11-10440-101048	
<p><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p>CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__</p> <p>Enter Amendment Amount: \$ ____, (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only, Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u>Commonwealth Terms and Conditions For Human and Social Services</u> <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
<input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$249,932.70			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u>statutory/legal</u> or Ready Payments (M.G.L. c. 29, § 23A); <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) BFY2025 - Body Worn Camera program - Appropriation 8000-2026 \$249,932.70			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 06/30/2025, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>[Signature]</u> Date: <u>1/9/2025</u>		X: <u>[Signature]</u> Date: <u>8/20/24</u>	
(Signature and Date Must Be Captured At Time of Signature)		(Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>Patrick Major</u>		Print Name: <u>Kevin Stanton</u>	
Print Title: <u>Chief of Police</u>		Print Title: <u>Executive Director</u>	



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.


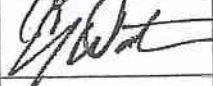
Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)

Contractor Legal Name CITY OF CHICOPEE	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000192036
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

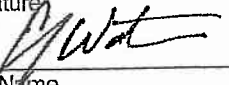
There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Patrick Major		Chief of Police	413.594.1721	pmajor@chicopeepolice.com
Eric Watson		Deputy Chief	413.377.4028	ewatson@chicopeepolice.com

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature 	Date 8/11/24
Print Name Eric Watson	Phone Number 413.377.4028
Title Deputy Chief	Email Address ewatson@chicopeepolice.com

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Department/Organization Name Chapin Police Dept
(Print or Type)

Office of Grants and Research (OGR)
Executive Office of Public Safety and Security
General Subrecipient Grant Conditions

Information for Authorized Signatories

The office of Grants and Research (OGR) accepts signatures from authorized signatories on the following forms:

- Standard Contract Form including contract amendments
- Electronic Fund Transfer (EFT) Authorization Form
- Form W-9
- The Massachusetts Substitute Form W-9
- Interdepartmental Service Agreements including amendments
- Office of Grants and Research General Subgrant Conditions

Acceptable Forms of Signature

OGR will accept signatures executed by an authorized signatory in any of the following formats:

1. A traditional "wet signature" (ink on paper).
2. An Electronic signature that is either:
 - a. Hand drawn using a mouse or finger if working from a touch screen device
 - b. An uploaded picture of the signatory's hand drawn signature
3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date.

NOTE: *If using an electronic signature, the signatory's name and title and date of signing must accompany the signature in plain sight. Typed text in a cursive font not generated by a digital tool (Adobe Sign, DocuSign, etc.) will not be accepted.*

Instructions for Authorized Signatories

1. Read and initial all pages where indicated
2. Sign and date as applicable, where indicated
3. See **Addendum 5** for special conditions associated with the specific federal grant-stream that is the source of the award and Initial where indicated.
4. If the source of the award is **NOT** federal funds or there are no special conditions, Addendum 5 will indicate N/A and should be initialed nonetheless.

5. Return the fully executed General Subrecipient Grant Conditions with the fully executed Commonwealth of Massachusetts Standard Contract Form or Interdepartmental Service Agreement.

Note: Your signature on the Standard Contract or Interdepartmental Service Agreement indicates you have read and agree to comply with all conditions, certifications, and obligations therein. Failure to comply with any conditions may result in termination of the contract or other consequences.

Additional Instructions for Law Enforcement Subrecipients

Read and sign **Addendum 1: Additional OGR Conditions for Law Enforcement Agencies**

Additional Information for Research Subrecipients

Read, complete, and sign **Addendum 2: For Research Grants Only (Human Subjects Protection)**.

Subrecipients of Federal Grant Funds

- Subrecipients receiving federal grant funds administered by OGR, must comply with **three sets of general grant conditions**: (1) federal conditions; (2) state conditions; and (3) OGR conditions. These three sets of general grant conditions are addressed in this primary document.

Federal Conditions

Federal conditions are based on laws passed by Congress, regulations issued by the federal department making the funds available and published in the Code of Federal Regulations (CFR), and financial guidance also created by the federal department making the funds available. Additionally, in most cases, there are requirements and conditions associated with specific federal grant-streams, which are not conditions of receipt of federal funds generally.

Note: See Addendum 5 for specific conditions associated with a specific federal grant-stream.

State Conditions

State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the governor. They are referenced in the Standard Contract Form itself and, in the pages attached to it.

OGR Conditions

OGR conditions outline the further administrative requirements for each grant award established by the Executive Office of Public Safety and Security (EOPSS) and Office of Grants and Research (OGR).

Subrecipients of State Grant Funds

- When receiving a grant award from state funds administered by OGR, subrecipients must comply with **two sets of general grant conditions**: (1) state conditions and (2) OGR conditions as described in the section above.
- State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the Governor. They are referenced in the Standard Contract Form itself and, in the pages, attached to it.
- OGR conditions outline the further administrative requirements for each grant award established by the EOPSS and OGR. They are included in this document.

Federal Grant Fund Conditions

The basic federal grant conditions below apply to all federal grants, regardless of the federal department making the funds available.

- **Audit Requirements of Federal Funds**
 - 2 CFR 200 Subpart F Audit Requirements apply to each non-profit organization, institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within 12 months must have an audit performed on the use of the funds. OGR defines the 12 months as July 1 to June 30. The above webpage provides the full text of this basic federal grant requirement:
- **Unique Entity Identifier (UEI) and System for Award Management (SAM)**
 - All subrecipients of federal funds must have a 12-character alphanumeric UEI ID. For more information: Visit [SAM.gov](https://sam.gov) | [Home](#)
 - All subrecipients of federal funds must maintain annual registration in the SAM database: [SAM.gov](https://sam.gov) | [Home](#)
- **Transparency Act Reporting for Federal Funds**
 - The Federal Funding Accountability and Transparency Act (FFATA) requires EOPSS to report on a federal website specific award and subrecipient identifying information for each award greater than \$30,000 OGR makes with federal funds it received after October 1, 2010. Prior to receiving funds, certain affected subrecipients must report certain information to OGR so that EOPSS may fulfill its FFATA reporting requirements. Data reported by EOPSS may be viewed at www.USASpending.gov.
- **Cost Principles for Federal Grants to non-federal entities, including State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education**
 - 2 CFR Part 200 Subpart E – Cost Principles. These regulations list and define general categories of costs that are both allowable and unallowable. Examples are included below.
 - The cost of alcoholic beverages is unallowable.

- Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of OGR. Equipment having a useful life of **more than one year** or a current per-unit fair market value of **\$5,000 or more must be tracked**. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in Addendum 4.
 - Travel costs are allowable if pre-approved by OGR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities.
 - If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.
- **The 2 CFR Part 200 Appendices and links referenced below also apply to State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education (IHEs):**
 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
 - Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
 - Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
 - Appendix V to Part 200—State/Local Government wide Central Service Cost Allocation Plans
 - Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals
 - Appendix VIII to Part 200—Nonprofit Organizations Exempted from Subpart E—Cost Principles of Part 200
 - **Nondiscrimination Requirements**
 - If you receive federal funds, you must comply with and require subcontractors, if any, to comply with all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §

10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).

- Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
- In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and to OGR.
- In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- **Human Subjects Protection**

For Research Subrecipients only. See Addendum 2.

Additional Federal Department-Specific Grant Conditions

While the conditions above applies to all Federal grants, each Federal department can impose additional conditions associated with specific grants.

U.S. Department of Justice Funds

The U.S. Department of Justice (DOJ) offers a Financial Guide that presents grant requirements as defined by this federal agency. All subrecipients of these funds must adhere to these requirements.

- DOJ Financial Guide: <http://www.ojp.usdoj.gov/financialguide/index.htm>.

Pay particular attention to the sections on (1) matching or cost-sharing, (2) allowable costs, (3) unallowable costs, (4) procurement under awards of federal assistance, (5) costs requiring prior approval, (6) equipment, and (7) retention and access requirements for records.

- If you receive DOJ grant funds, you may be required to comply with the regulatory requirement to develop, maintain on file, and submit for review to the Office for Civil Rights, Office of Justice Programs and to OGR an Equal Employment Opportunity Plan (EEOP). DOJ's instructions on complying with the EEOP requirement: http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm

U.S. Department of Transportation Funds

The National Highway Traffic Safety Administration (NHTSA) of the U.S. Department of Transportation offers documents that present requirements for the use of the funds and outline the purpose of each category of grants provided. Programmatic and financial guide documents from NHTSA can be found in the Resources Guide page here:
<https://www.nhtsa.gov/highway-safety-grants-program/resources-guide#13676>

U.S. Department of Homeland Security Funds

The U.S. Department of Homeland Security adheres to 2 CFR Part 200 grant requirements. If you receive these funds, you must adhere to these requirements.

The link to the Code of Federal Regulations: [2 CFR Part 200](#)

Additional grant information may be found in the DHS/FEMA Preparedness Grants Manual:
<https://www.fema.gov/grants/preparedness/manual>

Because of the importance of equipment purchases for the program, specific information and guidance on allowable equipment purchases may be found at:
<https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>.

State (MA) Grant Fund Conditions

For cities, towns, other public entities, non-profit organizations receiving state grant funds, the primary state conditions are included in the Contractor Certifications and Legal References document attached as Addendum 3 (which is excerpted from the Instructions for the Standard Contract Form).

Please pay attention to the specific certifications, legal references, and links in Addendum 3.

The Authorized Signatory's signature on the Standard Contract indicates that all materials have been read and the Signatory is agreeing to comply with all certifications and obligations.

Office of Grants and Research Conditions

In addition to the federal and state general grant conditions outlined above, EOPSS and OGR have certain grant conditions that are essential to the administration of grant awards. Whether subrecipients are receiving funds from a federal or state grant, they must adhere to these conditions. Federal and State Conditions must be adhered to by subrecipients of federal grant funds.

- **Drug-Free Workplace Certification**

The Drug-Free Workplace Act of 1988 (41 USC 702) requires all recipients of federal grants to provide an annual certification that the grant recipient will take certain steps to ensure a drug-free workplace.

- **Time Extensions of Contracts**

- While uncommon, time extensions may be granted at the option of OGR. They are not encouraged or guaranteed.
- If a subrecipient needs additional time to complete the scope of work for the grant award, OGR may approve a **time-only** extension as long as the contract with the revised end date is executed by both the subrecipient and OGR before the end date of the current contract.
- **No time extension** will be permitted if the amended contract form is executed after the current contract end date.
- Requests for time extensions must be made **at least 30 days** before the end date of the current contract.

- **Remaining Balances**

Any amount of an award remaining at the expiration of a contract or Interdepartmental Service Agreement will be reverted to OGR.

- **Interdepartmental Service Agreement Spending**

Interdepartmental Service Agreement (ISA) spending must adhere to the dates specified in the ISA and follow the policy in the ISA as dictated by the Office of the Comptroller (CTR).

- **Start and End Date**

Per the Office of the Comptroller, the Seller (*child department*) receiving funds, the official start date is the date the funds are **loaded into MMARS and available to the Seller (*child department*)**.

- All goods must be received, and all services must be rendered by the end date of the ISA contract. Receipt of goods and services occurring after the specified ISA end date may result in denial of those costs. The Seller (*child department*) will be responsible for covering those costs with an account other than that funding the ISA.

- **Accounts Payable Period**

Each Interdepartmental Service Agreement has a defined accounts payable period. **ALL** payments must be completed and disbursed by the end date of the specified accounts payable period within the ISA.

NOTE: Subrecipients may not ask the Office of the Comptroller to extend an end date of the program code associated with the ISA without prior agreement by OGR. Should this occur, OGR will deny costs against the ISA. If the costs have already been accepted in MMARS, OGR will ask the "child" department to execute an expenditure correction transaction in MMARS to move those costs to another account belonging to the department.

- **Spending**

An ISA that crosses a state fiscal year ending (June 30) into the next fiscal year, must observe the Commonwealth's policies on payment corrections or overpayments. That is, any unallowable charges must be corrected with an EX transaction before August 31.

Any unallowable payroll expenditures must be corrected by the date specified in the Fiscal Year Close/Open guidance issued each year by the Office of the State Comptroller. Any overpayments must be corrected with an ER transaction before August 31.

- **Reporting**

OGR requires all financial reports to be submitted along with a Warehouse Query and Labor Cost Management Query (for ISAs only) detailing the expenditures made for that period by the child department. Documentation to support the match is also required if a non-federal match is required.

At OGR's discretion, reimbursement will be held until reporting requirements are met.

- **Requests for reimbursement and Financial Reports**

All request for reimbursements and financial reports MUST be received by OGR 15 days after the end of the reporting period.

Those received after the required time frame may result in non-payment at the option of OGR. Should this occur, OGR will notify the subrecipient of the non-payment for this reason.

Reimbursement under a subsequent contract may also be withheld pending resolution of any outstanding documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract. If the request for reimbursement is returned because of incomplete documentation, the request and documentation must be resubmitted within the timeframe dictated by OGR.

- **Programmatic and Financial Reports** must be received in accordance with the requirements of the specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** will be paid at the lesser rate of \$.62 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- **Indirect cost rates will not** be reimbursed based on a percentage rate without documentation of the rate having been approved by a federal agency. When a percentage rate has not been approved by a federal agency, a subrecipient may request of OGR allowable direct costs that will be incurred and can be specifically allocated to the project being funded.

Note: 2 CFR 200.414(F), "any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely."

Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be

used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

- **Procurement practices** of subrecipient agencies must be followed. The subrecipient should ensure that its procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient agency/organization and a federal guideline, the more restrictive procedure applies.
- **Timesheets** must be maintained by subrecipients for work performed by its employee(s) paid for with grant funds. Timesheets must show the hours worked and paid for with grant funds and must be signed by the employee(s).

COMINGLING OF GRANT FUNDS IS STRICTLY PROHIBITED

- **Submission of “Federal OMB Circular 2 CFR 200 Audit Form (formerly OMB Circular A-133)”** is required for subrecipients that expend more than \$750,000 in federal funds from all sources during their fiscal year.
- Subrecipients will submit the form to OGR at the end of the fiscal year after the completion of a single or program-specific audit of their federal funds. Subrecipients must indicate if they were required to have an audit and if so, to identify any findings related to the federal funds awarded by OGR.
- **Site visits and other monitoring** of subrecipients will be conducted by OGR periodically. All records, papers, and other documents of any kind related to the funded activity **must be made available** promptly upon request for inspection and copying to any person authorized by OGR.
- **Grant-related documents** for federal awards must be retained for a period of six years from the close of the contract. Grant related documents funded with state funding must be retained for six years after the close of the contract.
- **Evaluations** of a subrecipient’s funded program by an outside evaluator during or at the conclusion of the project period, should be reported to OGR in writing and a copy of the evaluation should be provided.
- **Reporting alleged fraud, waste, or abuse** to the Office of the State Auditor or Inspector General and/or to an applicable federal agency is the responsibility of the subrecipient. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws, regulations, appropriate guidelines, or purposes of the grant.
- **Award sub-recipients must accept their award** no later than 30 days from the award date. Failure to accept a grant award within the 30-day timeframe may result in a loss of funds.

- **Use of funds should begin** within 90 days of the start of the contract, and if they are not, the subrecipient must report to OGR the steps taken to initiate the grant activities, the reasons for the delay, and the expected start of the use of the funds
- If meaningful implementation steps have not begun after 90 days of the grant start date, OGR reserves the right to cancel the contract.
- **Subcontractors** implementing activities with grant funds must adhere to the grant provisions in this document and should be approved by OGR prior to subrecipients executing subcontracts.

Instructional materials created or produced with grant funds will be “work made for hire,” as defined in United States copyright law, and EOPSS/OGR shall be considered the author.

EOPSS/OGR shall be the sole owner of all rights pertaining to these materials, including copyrights and all rights to use, reproduce, or publish the materials, and subrecipients may not use, reproduce, or distribute such materials without prior written the approval of OGR. If a project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS/OGR reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material. If paid with federal funds, the grant number must appear on the materials. Any materials produced as a result of a grant award from this agency should name the grant program, award number, and state “Funding provided by EOPSS Office of Grants and Research”. Please contact your OGR point of contact if you need assistance with this disclosure.

- **Audiovisual or written materials** developed as part of the grant may be required to incorporate specific language or disclaimers (e.g., regarding the federal source of funding) and in some instances pre-approval from the federal funding agency as instructed by the OGR grant manager.

Initials: 

**OVERTIME POLICY
FOR SUBRECIPIENTS RECEIVING FEDERAL FUNDS**

This policy applies to all subrecipients and contractors that receive a Federal grant award from the Executive Office of Public Safety and Security's Office of Grants and Research (OGR) and are requesting to use grant funds for overtime costs.

Overtime hours being charged against a federal grant award provided by OGR may only seek reimbursement for **actual hours worked** regardless of department policy or union contract rules. For example, an officer working one hour of overtime on a federally funded project awarded by OGR is **prohibited** from **charging the grant award for 4 hours of overtime** due to a union contract. A department that must allow for this, will need to cover the remaining 3 hours of overtime from their own state or local budget. **Departments found violating this policy will be subject to immediate termination of a grant award and must return all misspent funds back to OGR.**

Definitions

For this policy, the definitions for the key terms referenced within are listed below:

- *Overtime*- Expenses limited to the additional costs that result from state and local first responders such as sworn law enforcement personnel working over and above their weekly full-time/part-time schedule as a direct result of their performance of approved activities related to the project receiving federal funding.
- *Backfill related Overtime*- Expenses limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to an approved grant activity outside of their core responsibilities.
- *Subrecipient*- An entity receiving a grant award from OGR.
- *First Responder*- State or local law enforcement, fire services, emergency medical services, emergency management, health care, hazardous materials, public safety communications, public health, public works, and government administrative type employees. *Note, each federal award has different criteria as to the type of individual allowed to be reimbursed for overtime costs. Please reference your specific grant application or OGR point of contact to determine qualifying personnel for overtime.*

State and local first responders that are eligible through their department for backfill and/or overtime (and preapproved by OGR) may be reimbursed for backfill and/or overtime **related to grant-funded activities ONLY.**

By signing below, I am acknowledging that I have read and understand the federal rules associated with the use of grant funding for Overtime Costs.

Signature of Authorized Signatory

Printed Name


Date

Title

Addendum 1: Additional OGR Conditions for Law Enforcement Agencies

Law enforcement agencies are subject to mandatory reporting requirements of various information, including but not limited to the reporting requirements listed below. EOPSS and OGR may withhold reimbursements, cancel a contract, or withhold execution of any future grants for law enforcement agencies that do not comply with reporting requirements.

- **Crime Data Reporting.** Law enforcement organizations must submit timely and satisfactory monthly Uniform Crime Reporting (UCR) or National Incident Based Reporting System (NIBRS) reports to the Commonwealth's Crime Reporting Unit at the Commonwealth Fusion Center. If your organization has hardware and software that support the creation of NIBRS data, crime data must be submitted to the Crime Reporting Unit in that format.
- **Motor Vehicle Accident Reporting.** Police departments are required to report to the Registry of Motor Vehicles, within 15 days, accidents in which death, injury, or property damage in excess of \$1,000 occurs (M.G.L. c. 90, § 29). The crash reports can be delivered to the Registry of Motor Vehicles (RMV) main office through post office mail or through electronic submission. You may contact the RMV headquarters for any additional information.
- **Juvenile Lockup Data.** Law enforcement agencies that maintain a juvenile lockup must submit monthly juvenile lockup data to the Department of Criminal Justice Information Services via CJIS/LEAPS. Contact OGR's Juvenile Justice Program Coordinator for additional information.
- **Fingerprint Cards.** Law enforcement agencies must regularly submit fingerprint cards for all felony arrests to the Identification Section at the Massachusetts State Police Crime Lab as required by state law (M.G.L. c. 263, § 1A; G.L. c. 94C, § 45).
- **Toxicology Kits.** All toxicology kits associated with either reported or unreported sexual assault evidence collection kits (SAECK) must be submitted to the State Police Crime Lab.
- **Reporting of a firearm, rifle or shotgun, large capacity weapon, machine gun or assault weapon used to carry out a criminal act.** Law enforcement must comply with M.G.L. chapter 140 Section 131Q and ensure a firearm, rifle or shotgun, large capacity weapon, machine gun or assault weapon used to carry out a criminal act is traced by the licensing authority for the city or town in which the crime took place. The licensing authority then must report readily available statistical data to the commonwealth fusion center. The data shall include, but not be limited to: (i) the make, model, serial number and caliber of the weapon used; (ii) the type of crime committed; (iii) whether an arrest or conviction was made; (iv) whether fingerprint evidence was found on the firearm; (v) whether ballistic evidence was retrieved from the crime scene; (vi) whether the criminal use of the firearm was related to known gang activity; (vii) whether the weapon was obtained illegally; (viii) whether the weapon was lost or stolen; and (ix) whether the person using the weapon was otherwise a prohibited person.
- ☐ N/A

 _____ Signature of Authorized Signatory	<u>9 Nov 2024</u> _____ Date
<u>Robert J Meyer</u> _____ Printed Name	<u>Chief of Police</u> _____ Title

Addendum 2: For Research Grants Only

Human Subjects Protection

Research subrecipients must check one of the statements below.

- ☐ a. The research activities covered under this Contract/ISA *do not* involve human subjects.
- ☐ b. The research activities covered under this Contract/ISA *do* involve human subjects.
- ☐ c. N/A

If the research activities involve human subjects (option b), then the subrecipient agrees to certify compliance with 28 C.F.R. Part 46 regulations by completing, "Protection of Human Subjects, IRB Certification, Declaration of Exemption (Common Rule)." This form is available at the National Institute of Justice webpage at <https://nij.ojp.gov/funding/human-subjects-protection>.

The regulation for The Protection of Human Subjects 28 C.F.R Part 46 section 46.101(b) (1-6) defines categories of research involving human subjects that are exempt from its provisions. Details on exemptions can be found at the same National Institute of Justice webpage listed above.

Sign and submit this form (only if your award is funding research).

Signature of Authorized Signatory

Date

Printed Name

Title

Addendum 3: Excerpts from Commonwealth's Standard Contract

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES- CTR Updated 8/6/2021

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse, or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29F; M.G.L. c. 30, § 39R; M.G.L. c. 149 §§ 27C, 44C and 148B; and M.G.L. c. 152, § 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under M.G.L. c. 66A; and the Massachusetts Constitution Article XVIII, if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to M.G.L. c. 29 §§ 26, 27 and 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by M.G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data, and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices

necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the Commonwealth's Terms and Conditions, the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Corporate and Business Filings and Reports. The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility); M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C. § 12101, et seq., the Rehabilitation Act; 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G.L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third-party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's ability to join the contractor as a third-party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to M.G.L. c. 7, § 22C, for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other

facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to M.G.L. c. 30, § 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

Initials: 

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by M.G.L. c. 151E, § 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including M.G.L. c. 268A, § 5(f) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 523, 526 and 565, Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). **Executive Order 526** (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 565** (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Initials: 

Addendum 4: Federal Guidelines on Equipment

Below are the guidelines on equipment found in the Federal Uniform Administrative Requirements for Grants document.

§200.313 Equipment.

(a) *Title.* Subject to the requirements and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further responsibility to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.

(b) *General.* A state must use, manage, and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. The Federal awarding agency may require the submission of the applicable common form for equipment. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. *(NOTE: Please be advised that permission must be granted by OGR, the State Administrative Agency, prior to implementing a fee-for-service program).*

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further responsibility to the Federal awarding agency.

(2) Except as provided in §200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

Initials: 

Addendum 5: Federal Grant-Stream-Specific Conditions

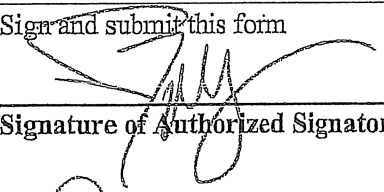
- ☐ Special conditions inserted below.
- ☐ N/A.

Initials: 

ACKNOWLEDGMENT

- 1) Please read and sign all pages where indicated
- 2) Please remember to read and initial all pages where indicated.

As a duly authorized representative of the subrecipient, I have reviewed all the Grant Conditions and agree to comply with all applicable state rules and federal regulations as indicated above.

Sign and submit this form	
	<u>9 Nov 2021</u>
Signature of Authorized Signatory	Date
<u>Patrick J May</u>	<u>Chief of Police</u>
Printed Name	Title

NO. _____



**CITY OF CHICOPEE
MASSACHUSETTS**

CITY CLERK'S OFFICE
CITY OF CHICOPEE

2025 JAN 14 P 4:25

MO-3

JANUARY 21, 2025

ORDERED THAT THE SUM OF SIXTY SIX THOUSAND TWO HUNDRED THIRTEEN AND 78/100 DOLLARS (\$66,213.78) BE AND HEREBY IS APPROPRIATED TO THE FOLLOWING NAMED ACCOUNT:

SETTLEMENT IN THE CASE OF POLICE WAGE ACT CLAIMS OF HELDER SILVIERA, NICHOLAS ANTHONY, AUSTIN JAMES, PAUL JAMES, AND ARIEL ROLDAN VS. CITY OF CHICOPEE (ACCT # 11510004-576004)

SAID AMOUNT IS TO BE TAKEN FROM AVAILABLE FUNDS IN THE STABILIZATION FUND (ACCT # 83001008-599980).

Introduced by Councilor _____

Recommended by _____

Mayor

City Council Action: _____

Presented to the Mayor for approval _____
Date

Approved _____ Mayor

Returned to City Clerk _____ Attest _____
Date City Clerk

AUDITING DEPARTMENT

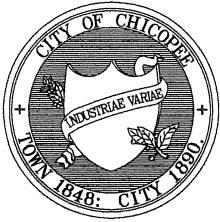
January 13, 2025

City of Chicopee

[illegible]

No. _____

MD-4



**CITY OF CHICOPEE
MASSACHUSETTS**

CITY CLERK'S OFFICE
CITY OF CHICOPEE

2025 JAN 14 P 4:25

JANUARY 21, 2025

ORDERED THAT THE SUM OF FIFTY SEVEN THOUSAND TWO HUNDRED TWENTY SEVEN AND 41/100 DOLLARS (\$57,227.41) BE AND HEREBY IS APPROPRIATED TO THE FOLLOWING NAMED ACCOUNT:

**GOLF SPECIAL ACCOUNT FOR PURCHASE OF EQUIPMENT
(ACCT # 16600004-585208)**

SAID AMOUNT IS TO BE TAKEN FROM AVAILABLE FUNDS IN THE FOLLOWING NAMED GOLF REVOLVING ACCOUNTS:

PRO SHOP REVOLVING	(ACCT # 29686608-599980)	\$ 40,000.00
DRIVING RANGE REVOLVING	(ACCT # 29706608-599980)	<u>17,227.41</u>
		\$ 57,227.41

Introduced by Councilor _____

Recommended by _____

Mayor

City Council Action: _____

Presented to the Mayor for approval _____

Date

Approved _____

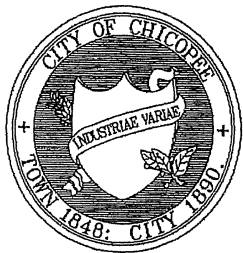
Mayor

Returned to City Clerk _____

Date

Attest _____

City Clerk



CITY OF CHICOPEE

Chicopee Country Club

Mike O'Neill, Director of Golf



To: Mayor John Vieau

January 13, 2025

From: Mike O'Neill, Director of Golf

Re: Golf Course Transfer of Funds letter

Dear Mayor Vieau,

I am writing this letter requesting a transfer of monies from available funds from the following revolving accounts

- \$40,000.00 Pro Shop Merchandise 29686608-~~449500~~ ⁵⁹⁹⁹⁸⁰ *SLP*
- \$17,227.41 Driving Range 29706608-~~449500~~ ⁵⁹⁹⁹⁸⁰ *SLP*

to Golf Course Special Account,

- \$57,227.41 Purchase of Equipment 16600004-585208

for a new Turf Products, Greensmaster, TriFlex 3300 Hydraulic (Greens mower).

- Looking to purchase off Mass State Contract FAC#116 Turf Products Corporation.

This mower would be replacing an existing 2015 deteriorating tri-flex green mower unit that is now in our fleet. The unit has had multiple breakdowns and is in need of a new motor which would be extremely costly to this older machine. It has over 4,000 hours of use and will become even more costly and unsafe in the future.

This request is on our Capital Improvement Plan for the Chicopee Country Club.

Thank you for your consideration.

Mike O'Neill
Director of Golf

Cc: Sharyn Riley, City Auditor

1290 BURNETT ROAD - CHICOPEE, MA 01020
(413) 594-9295 FAX: (413) 594-7596
E-MAIL: MONEILL@CHICOPEEMA.GOV



turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (860) 763-3581 • FAX: (860) 763-5550

QUOTE

Prepared For:

Chicopee Country Club

Ship To:

Quote Number: Q174983

Quoted Date: **01/13/2025**

Prepared By: Greg Maak

gmaak@turfproductscorp.com

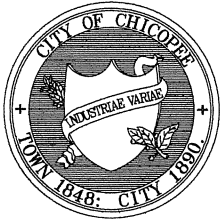
(413) 750-8106

Qty	Model #	Description	Award	Extended
1	04510_ACCY	Greensmaster TriFlex 3300 Hydraulic Accessories	\$10,552.95	\$10,552.95
1	04646	Spring Loaded Rear Roller Scraper (Set of 3)		
3	115-7380	Narrow Wiehle Roller Scraper Comb		
3	04651	8 Blade Cutting Unit		
3	04255	Narrow Wiehle Roller (One roller)		
1	04510	Greensmaster TriFlex 3300 Hydraulic	\$46,674.46	\$46,674.46
1	04646	Spring Loaded Rear Roller Scraper (Set of 3)		
1	04554	Light Kit - LED		
3	140-5560	Full Rear Roller		
3	04653	11 Blade Cutting Unit		
3	04257	Full Roller (One Roller)		
3	125-3505	Full Roller Scraper Kit (21 Inch)		

IGM PRICING INCLUDED

Toro Total:	\$57,227.41
Non - Toro Total:	\$0.00
Set Up:	\$0.00
Freight:	\$0.00
Trade Ins:	(\$0.00)
State Sales Tax:	NOT INCLUDED
Total Price:	\$57,227.41

NO. _____



**CITY OF CHICOPEE
MASSACHUSETTS**

mo-5
CITY CLERK'S OFFICE
CITY OF CHICOPEE

2025 JAN 14 P 4:25

JANUARY 21, 2025

ORDERED THAT THE SUM OF ELEVEN THOUSAND FIVE HUNDRED SIXTY FIVE AND 00/100 DOLLARS (\$11,565.00) BE AND HEREBY IS APPROPRIATED TO THE FOLLOWING NAMED ACCOUNT:

**PLANNING EXPENSE ACCOUNT FOR SPECIAL SERVICES
(ACCT # 11750002-538000)**

**SAID AMOUNT IS TO BE TAKEN FROM AVAILABLE FUNDS IN THE STABILIZATION FUND
(ACCT # 83001008-599980).**

Introduced by Councilor _____

Recommended by _____

[Signature]

Mayor

City Council Action:

Presented to the Mayor for approval _____
Date

Approved _____ Mayor

Returned to City Clerk _____ Attest _____
Date City Clerk

City of Chicopee
Department of Planning & Development

City Hall Annex • 274 Front Street • 4th Floor • Chicopee, Massachusetts 01013

Tel (413) 594-1515 • Fax (413) 594-1514

www.chicopeema.gov

Lee M. Pouliot
Director, AICP, ASLA

Patrick E. Collins
Assistant Planner

Nick J.H. Kiser
Associate Planner



Michelle Santerre
GIS Coordinator

James J. Dawson
Development Manager

Kristen Pope
Senior Clerk

January 10, 2025

Mayor John L. Vieau
City of Chicopee Executive Office
17 Springfield Street
Chicopee, MA 01013

Re: Appropriations Request – 180 Broadway Street – Hazardous Building Materials Survey

Mayor Vieau,

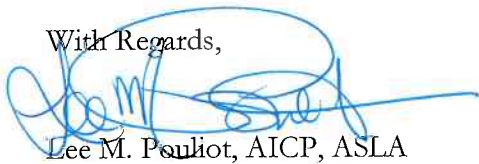
The former School Administration Office Building, 180 Broadway Street, currently sits unused. Per discussions with your office, the City will prepare to release an RFP for a developer who will improve the site. Before the City can sell this property, we must first complete a hazardous building materials survey to give potential buyers an accurate assessment of the condition of the site. This work will be completed by BETA Group, Inc. (BETA) and will take approximately 3 weeks. The survey will include sampling and analysis of asbestos-containing materials, lead-based paint, and polychlorinated biphenyls with the goal of identifying and estimating hazardous materials associated with the building. BETA will also identify other oils and/or hazardous materials potentially located on the site. Upon completion of the assessment, BETA will provide the City with a technical report summarizing findings of each materials discovered that may require removal, abatement and/or management during potential renovation or demolition activities. The report will also discuss the health and safety implications of the findings (if any) and regulatory requirements associated with handling and disposing of said materials. The report will also summarize the quantities of hazardous materials requiring abatement.

I am requesting an appropriation to the Planning Department Special Services Acct. (11750002-538000) to advance this work at 180 Broadway Street totaling \$11,565.00.

This appropriations request is based upon the attached fee estimate which breaks down the cost for each component of the proposed work. Included in the above request is Contingency of approximately ten percent (10%). For your review I have also attached BETA's proposal for the Project.

Should you have any questions regarding this request, please feel free to contact me at any time. We look forward to advancing this survey work and look forward to the eventual reuse of this underutilized property.

With Regards,



Lee M. Pouliot, AICP, ASLA
Director

Cc: Sharyn Riley, City Auditor

**DRAFT**

Client Authorization

Choose an item.

<input checked="" type="checkbox"/> New Contract: Click here to enter text.	<input type="checkbox"/> Amendment No: Click here to enter text.	Date: 12/4/2024
Project Name: Hazardous Building Materials Survey 180 Broadway Street – Chicopee, MA		Project Number:

Client Name & Address: Lee M. Pouliot, Director, AICP, ASLA Department of Planning & Development City of Chicopee 274 Front Street – 4 th Floor City Hall Annex Chicopee, MA 01013	Fee Estimate:	Original Contract	Amended Contract to date	This Amendment	Total Contract Value
	<i>Labor</i>	\$8,000.00	0	0	\$8,000.00
	<i>Subcontractor</i>	\$0.00	0	0	\$ 0.00
	<i>Analytical / Direct Expense</i>	\$2,515.00	0	0	\$2,515.00
For cells on right (shaded) to automatically add you must right click and update field /or highlight fields then press F9.	Total	\$10,515.00	\$ 0.00	\$ 0.00	\$10,515.00

Method of Payment: Check	<input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Time & Expenses <input type="checkbox"/> Other
Retainer: Not required	Estimated Term/Completion: approximately 3 weeks
Project Description: Hazardous Building Materials Survey – 180 Broadway Street, Chicopee, MA	
Scope of Services: BETA will conduct a Hazardous Building Materials Survey of the building located at 180 Broadway Street in Chicopee, Massachusetts (the site). BETA understands the site is improved by a 3-story former school administration building constructed in 1912 and consisting of approximately 21,000 square feet. As part of the survey, sampling, and analysis of suspect materials for asbestos-containing materials (ACMs), lead-based paint (LBP), and polychlorinated biphenyls (PCBs) will be conducted with the goal of identifying and estimating hazardous materials associated with site building. BETA will also identify other oils and/or hazardous materials (OHMs) potentially located at the site. The survey will be limited to interior and exterior building materials associated with the site building. All work will be supervised and/or conducted by Matthew Alger and/or Chris Oien of BETA. Both Mr. Alger and Mr. Oien are MA-licensed Asbestos Inspectors. For the survey work scope, it is assumed that all building materials to be inspected are accessible with a 12-foot ladder. Sampling & analysis of roofing materials is not included. It is also assumed that confined space entry (CSE) procedures will not be required to inspect structure(s) or equipment, and/or collect samples. Subsurface building materials such as exterior foundation walls or buried utility piping will not be evaluated. <u>Asbestos-Containing Materials (ACM)</u> <ul style="list-style-type: none">○ Identify friable and non-friable potential asbestos containing building materials and group them into homogeneous sampling areas. The sampling procedure will adhere to EPA protocols.○ Determine the number of samples based on number of homogeneous areas/materials and their square or linear footage area.	

- Conduct bulk sampling of identified potential ACMs. BETA is estimating up to 70 bulk samples will be collected from the site building.
- Laboratory analysis of up to 70 bulk samples for Asbestos by Polarized Light Microscopy (PLM).
- Based upon analytical data, estimate the quantity (i.e. area) of each homogeneous ACM.

Polychlorinated Biphenyls (PCBs)

- Building components will be inspected and sampled as necessary for the potential presence of PCBs, including joint sealants, caulking, and painted surfaces.
- Conduct bulk sampling of building materials located within the site building. BETA is estimating up to 12 bulk samples will be collected.
- Laboratory analysis of up to 12 bulk samples for PCBs via Soxhlet Extraction by EPA Method 3540/8082.

Lead-Based Paint (LBP)

- Conduct bulk sampling of paint chips located within the site building. BETA is estimating up to 10 bulk samples will be collected.
- Laboratory analysis of up to 10 bulk samples for Total Lead using EPA methods.

Other Oils and/or Hazardous Materials (OHMs)

- Identify and estimate quantities of other oils and/or hazardous materials (OHMs) potentially located within the site building, including but not limited to fluorescent light ballasts, fluorescent light tubes, mercury thermostats, oil tanks, etc.

Technical Survey Report

- Prepare a technical report summarizing findings of each material discovered that may require removal, abatement and/or management during potential renovation or demolition activities. The report will also discuss the health and safety implications of the findings (if any) and regulatory requirements associated with handling and disposing of said materials. The report will also summarize the quantities of hazardous materials requiring abatement.

Services Not Included:

The following services are not included in the Project Work Scope but can be authorized in writing should the need arise.

- Collection and analysis of building material samples not described in the Project Work Scope above.
- Any service not described in the Project Work Scope above.

Items to be Provided by Client:

Site contact & access to site. Building plans if available.

DRAFT

Please execute this Client Authorization for BETA to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to BETA.

☒ Subject to attached Terms & Conditions

☐ Subject to Terms & Conditions of BETA-Client Agreement

BETA Group, Inc.

Client Authorization

By:

By:



Print Name: Marylou Armstrong, LSP

Print Name:

Title: Senior Vice President

Title:

Date: 12/4/2024

Date: [Click here to enter a date.](#)

09/2019

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DRAFT

BETA GROUP, INC.

TERMS AND CONDITIONS OF AGREEMENT

The engagement of **BETA Group, Inc. (BETA)** by **the City of Chicopee**, hereinafter called the "CLIENT" is under the following terms and conditions. These terms and conditions, together with the Client Authorization for Professional Services shall comprise the entire Agreement between BETA and CLIENT.

1. Payment to BETA is the sole responsibility of signatory of this Agreement and is not subject to third party agreements or circumstances.
2. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and a retainer of **\$0,000**. **Receipt of retainer is required before services will commence under the Agreement. Retainer amounts will be applied to the last invoice.**
3. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
4. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
5. Should it become necessary to use legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, BETA shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
6. Invoice payments must be kept current for services to continue. If the CLIENT fails to pay any invoice due to BETA within 45 days of the date of invoice, BETA may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until BETA has been paid in full all amounts due BETA and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current.

If BETA is performing services for the CLIENT under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. CLIENT acknowledges BETA's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services BETA shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, BETA shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

7. BETA agrees to purchase the following insurance during the term of this Agreement:
 - Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.

DRAFT

- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.
- A comprehensive automobile liability insurance policy in the amount of \$1,000,000 per accident covering BETA and BETA 's employees or agents during the term of this Agreement.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.

Certificates of insurance will be furnished upon request. If the CLIENT requires additional insurance coverage, and it is available, CLIENT agrees to reimburse BETA for such additional expense.

8. To the full extent permitted by law, CLIENT and BETA agree to indemnify and hold harmless each other and their officers, and employees from and against liabilities arising out of third-party claims, damages, personal injuries and/or property losses sustained, caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the PROJECT, and/or under this AGREEMENT.
9. BETA shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of BETA.
10. BETA shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information required to be provided by CLIENT under this Agreement.
11. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless BETA, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.
12. BETA's services will be performed on behalf of and solely for the benefit and exclusive use of CLIENT for the limited purposes set forth in the Agreement. CLIENT acknowledges that BETA's services require decisions which are not based upon science, but rather upon judgmental considerations. CLIENT may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of BETA.
13. In the performance or furnishing of professional services hereunder, BETA, and those it is contractually responsible for, will exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care"). BETA shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work. No other representation, express or implied, and no warranty or guarantee is included in or intended by this Agreement, or by any report, opinion, document, or other instrument of professional service.

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14. BETA shall not be required to sign any documents, no matter by whom requested, that would result in BETA's having to certify, guaranty or warrant the existence of conditions whose existence BETA cannot ascertain. Any certification provided by BETA shall be so provided based on BETA's knowledge, information, and belief subject to the preceding sentence, and shall be given in BETA's professional opinion consistent with the Standard of Care. BETA shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.
15. CLIENT hereby agrees that to the fullest extent permitted by law, BETA's total liability, including defense costs if required by this Agreement, to CLIENT and any persons or entities claiming by, through or under the CLIENT, for any and all injuries, claims, indemnity losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to BETA'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract shall not exceed the limit of the contracted fee or \$50,000 whichever is less.
16. One (1) copy of all final project documents (deliverables) shall be furnished by BETA to CLIENT. Final documents prepared by the BETA shall become the property of the CLIENT upon receipt of final payment by BETA. Any re-use of such documents without BETA'S written verification of suitability for the specific purpose intended shall be without liability or legal exposure to BETA or BETA'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for the purposes in connection with the PROJECT is not to be construed as an act in derogation of the BETA'S rights under this Agreement.

CLIENT agrees to indemnify and hold the ENGINEER harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer, or modification of said documents unless ENGINEER has provided written verification of suitability for the specific purpose intended.

If any information hereunder is provided in electronic format, CLIENT recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including contract drawings and specifications ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to CLIENT for informational purposes only and not as record documents.

17. To the extent permitted by law, BETA retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer-generated materials in any form, produced in connection with the work under this Agreement, unless otherwise agreed to in writing by an authorized BETA representative. Subject to Term No. 17 above, BETA licenses to CLIENT the use of all written work products, including plans, specifications, calculations, and computer-generated materials in any form, produced in connection with the work under this Agreement on a non-exclusive basis.
18. Questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a

DRAFT

resolution of the dispute, then the parties shall proceed with mediation. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

19. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the CLIENT or BETA, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.
20. In entering into this Agreement, CLIENT has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and BETA.
21. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or BETA. BETA's services under this Agreement are being performed solely for the benefit of the CLIENT and no person or other entity shall have any claim against BETA because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the CLIENT and any employee, representative or consultant of the BETA. The CLIENT agrees that in the event of a dispute regarding this Agreement or the services rendered by ENGINEER hereunder, the CLIENT shall only seek recourse against BETA and waives any right to pursue a claim against BETA's individual directors, officers, or employees.
22. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by CLIENT as an additional amount due under this Agreement.
23. This AGREEMENT shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
24. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances, a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which BETA has provided LSP services is audited by the Massachusetts Department of Environmental Protection (MADEP) pursuant to the provisions of the Massachusetts Contingency Plan, BETA shall be entitled to additional compensation to provide such services as may be necessary to assist CLIENT in its response to DEP.
25. CLIENT understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of the CLIENT, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, CLIENT recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. CLIENT also agrees to hold BETA and its LSP harmless for any claims, losses, damages, fines or administrative, civil

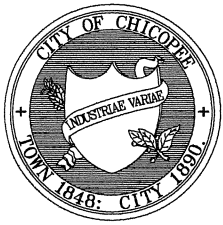
DRAFT

or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

End of Terms and Conditions

NO. _____

MD-6



**CITY OF CHICOPEE
MASSACHUSETTS**

CITY CLERK'S OFFICE
CITY OF CHICOPEE

2025 JAN 14 P 4:25

JANUARY 21, 2025

**ORDERED THAT THE SUM OF TWO HUNDRED THIRTY AND 00/100 DOLLARS (\$230.00) BE
AND HEREBY IS APPROPRIATED TO THE FOLLOWING NAMED ACCOUNT:**

**MANAGEMENT INFORMATION SYSTEMS SPECIAL ACCOUNT FOR SERVICE CONTRACTS
(ACCT # 11360004-531000)**

**SAID AMOUNT IS TO BE TAKEN FROM AVAILABLE FUNDS IN THE STABILIZATION FUND
(ACCT # 83001008-599980).**

Introduced by Councilor _____

Recommended by _____

Mayor

City Council Action: _____

Presented to the Mayor for approval _____
Date

Approved _____ Mayor

Returned to City Clerk _____ Date Attest _____ City Clerk



City of Chicopee, Massachusetts

MIS Department

Ronald Rivet
Interim
Chief Information Officer

City Hall Annex - 274 Front Street - 3rd Floor - Chicopee, MA 01013
Tel: (413) 594-1582
www.chicopeema.gov

December 12th, 2024

To: Mayor Vieau
From: Ronald Rivet

RE: Prior Year Bill Appropriation

I am requesting an appropriation for FY24 bill for the following named account to cover a bill from last year.

I am requesting \$ 230.00 to pay invoice for missed asset tracking subscription to account: 11360004-53100 - Service Contracts

Thank you for your consideration,

Ron Rivet

Ronald Rivet
Interim Chief Information Officer

INVOICE



ASSETTIGER

A SmartSign Service
300 Cadman Plaza West, Suite 1303
Brooklyn, NY 11201, United States
Phone: (888) 290-7750

Account No.	23017
Invoice No.	TIG-24-0656
Invoice Date	January 1, 2024

Bill To

Mike Barrett
City of Chicopee
274 Front Street
Chicopee, MA, 01013
United States

Terms: **Due on Receipt**

Item Description	Plan	Price	Amount
1. Invoice for 2024 Annual Subscription Number of assets: 1517	ATS-2500 (up to 2500 assets)	\$230.00 / year	\$230.00
			Subtotal : \$230.00
The price is inclusive of all taxes, if applicable.			Invoice Total (in US Dollars) : \$230.00

Thanks for being a customer of AssetTiger and MyAssetTag.com

To pay online: Log in to your AssetTiger account and pay online by credit card.

To pay by check: Make checks payable to **SmartSign**.

Write account number on check and Mail to:

Xpressmyself.Com LLC

P.O. Box # 24599, New York, NY 10087

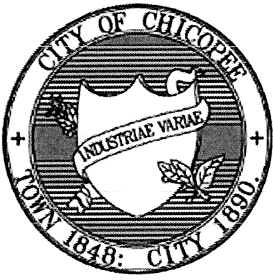
If you will be sending remittances via overnight express mail, please remit to:

Xpressmyself.Com LLC

JPMorgan Chase – Lockbox Processing

Attn: Xpressmyself.com LLC & 24599

4 Chase Metrotech Center 7th floor East Brooklyn, NY 11245



MO-7

City of Chicopee, Massachusetts

OFFICE OF THE MAYOR

John L. Vieau
Mayor

January 21, 2025

TO THE CITY COUNCIL

You are hereby notified that I have this day appointed Yvette Tootle, 15 Kurtz St., Chicopee, Massachusetts 01013 as a member of the Commission on Disability to serve as a member for the term of 3 years expiring on the first of June 2028. To which appointment I ask the confirmation of your honorable Council.

***NEW APPOINTMENT**



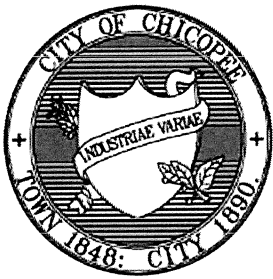
Mayor John L. Vieau

I hereby accept the above office, subject to the Statutes of the Commonwealth of Massachusetts and the Ordinances of the City of Chicopee.

Yvette Tootle

Date:

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2025 JAN 14 PM 4:26



MD-8

City of Chicopee, Massachusetts

OFFICE OF THE MAYOR

John L. Vieau
Mayor

January 21, 2025

TO THE CITY COUNCIL

You are hereby notified that I have this day appointed Jim Hosey, 90 Bridle Path Road, Chicopee, Massachusetts 01013 as a member of the Westover Metropolitan Development Corporation to serve in such office for the term of 3 years expiring on the first of February 2028. To which appointment I ask the confirmation of your honorable Council.

***Re-APPOINTMENT**



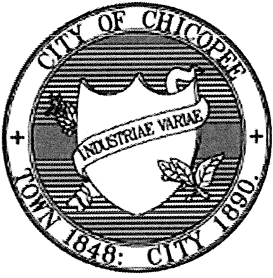
Mayor John L. Vieau

I hereby accept the above office, subject to the Statutes of the Commonwealth of Massachusetts and the Ordinances of the City of Chicopee.

Jim Hosey

Date:

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2025 JAN 14 P 1:26



MO-9

City of Chicopee, Massachusetts

OFFICE OF THE MAYOR

John L. Vieau
Mayor

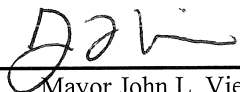
January 21, 2025

TO THE CITY COUNCIL

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2025 JAN 14 P 4:26

You are hereby notified that I have this day appointed Maureen M. Cayer, 41 Marlborough Street Chicopee, MA as a member of the Mobile Home Rent Control Board to serve until the first of December 2027. To which appointment I ask the confirmation of your honorable Council.

***Re- APPOINTMENT**

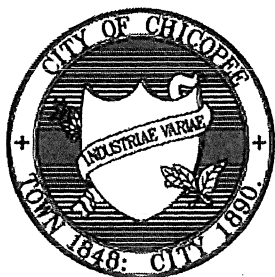


Mayor John L. Vieau

I hereby accept the above office, subject to the Statutes of the Commonwealth of Massachusetts and the Ordinances of the City of Chicopee.

Maureen M. Cayer

Date: _____



MD-10

City of Chicopee, Massachusetts

OFFICE OF THE MAYOR

John L. Vieau
Mayor

January 21, 2025

TO THE CITY COUNCIL

You are hereby notified that I have this day appointed MaryAnne T. Cierpial, 61 Grape Street, Chicopee, Massachusetts 01013 as a member of the Ambulance Commission to serve as a member for the term of 3 years expiring on the first of January 2028. To which appointment I ask the confirmation of your honorable Council.

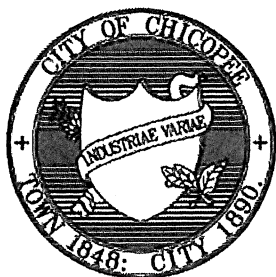
***RE-APPOINTMENT**

Mayor John L. Vieau

I hereby accept the above office, subject to the Statutes of the Commonwealth of Massachusetts and the Ordinances of the City of Chicopee.

MaryAnne T. Cierpial

Date:



MO-11

City of Chicopee, Massachusetts

OFFICE OF THE MAYOR

John L. Vieau
Mayor

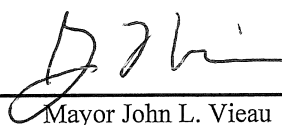
January 21, 2025

TO THE CITY COUNCIL

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2025 JAN 14 P 4:26

You are hereby notified that I have this day appointed Katherine Collins-Kalbaugh, 14 Nawrocki Drive, Chicopee, Massachusetts 01020 as a member of the Ambulance Commission to serve as a member for the term of 3 years expiring on the first of January 2028. To which appointment I ask the confirmation of your honorable Council.

***RE-APPOINTMENT**

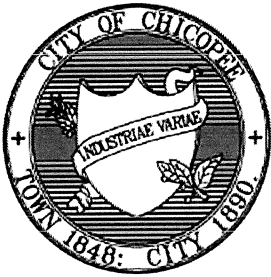


Mayor John L. Vieau

I hereby accept the above office, subject to the Statutes of the Commonwealth of Massachusetts and the Ordinances of the City of Chicopee.

Katherine Collins-Kalbaugh

Date: _____



City of Chicopee, Massachusetts

OFFICE OF THE MAYOR

John L. Vieau
Mayor

January 21, 2025

TO THE CITY COUNCIL

You are hereby notified that I have this day appointed Jan F. Wegrzynek, 38 Sergeant Ave. Chicopee, Massachusetts 01020 as a member of the Ambulance Commission to serve until the first of January 2028. To which appointment I ask the confirmation of your honorable Council.

***Re APPOINTMENT**

Mayor John L. Vieau

I hereby accept the above office, subject to the Statutes of the Commonwealth of Massachusetts and the Ordinances of the City of Chicopee.

Jan F. Wegrzynek

Date:

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2025 JAN 14 PM 4:26

MD-12

NO. _____

MD-13



CITY OF CHICOPEE
MASSACHUSETTS

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2025 JUN 14 P 4:26

JANUARY 21, 2025

ORDERED THAT THE CITY COUNCIL ACCEPT THE DONATIONS IN THE AMOUNT OF FIVE THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 00/100 DOLLARS (\$5,885.00) TO THE CHICOPEE COUNCIL ON AGING FOR SENIOR MEALS FOR THE MONTH OF DECEMBER, 2024. SAID DONATIONS ARE ACCEPTED IN ACCORDANCE WITH M.G.L. CHAPTER 44 SECTION 53A.

Introduced by Councilor _____

Recommended by _____

Frank M. Laflamme

act Mayor

City Council Action: _____

Presented to the Mayor for approval _____
Date _____

Approved _____ Mayor

Returned to City Clerk _____ Attest _____ City Clerk
Date _____



January 3, 2025

Chicopee City Council
Chicopee City Hall
17 Springfield Street
Chicopee, MA 01013

RE: Donation for Senior Meals

Dear Council Members,

This letter is to inform you that in the month of December 2024 the Chicopee Council on Aging received donations from daily meals from seniors in the amount of \$5885.00.

The Council is requesting acceptance of this grant in accordance with M.G.L. Chapter 44 Section 53A.

Sincerely,

A handwritten signature in black ink, appearing to read "Sherry Manyak", is written over the word "Sincerely,".

Sherry Manyak
Executive Director
Chicopee Council on Aging

Mayor John Vieau
Sharyn Riley, Auditor
City Council
file

RECEIVED
JAN 14 - 6 PM 9:39
2025

NO. _____

MD-14



CITY OF CHICOPEE
MASSACHUSETTS

CITY CLERK'S OFFICE
CITY OF CHICOPEE

2025 JAN 14 P 4:27

JANUARY 21, 2025

ORDERED THAT THE CITY COUNCIL ACCEPT THE ATTACHED LIST OF DONATIONS IN THE AMOUNT OF SEVEN HUNDRED FIFTY ONE AND 00/100 DOLLARS (\$751.00) TO THE CHICOPEE COUNCIL ON AGING. SAID DONATIONS ARE TO BE USED FOR PROGRAMMING AND THEY ARE ACCEPTED IN ACCORDANCE WITH M.G.L. CHAPTER 44 SECTION 53A.

Introduced by Councilor _____

Recommended by _____

Frank N. Lofthouse

Mayor

City Council Action: _____

Presented to the Mayor for approval _____
Date

Approved _____ Mayor

Returned to City Clerk _____ Date Attest _____ City Clerk



January 3, 2025

Chicopee City Council
Chicopee City Hall
17 Springfield Street
Chicopee, MA 01013

RE: Donation to the Chicopee Council on Aging

Dear Council Members,

Attached is a list of monies amounting to \$751.00 for Programming donated to the Chicopee Council on Aging/Chicopee Senior Center from October 01, 2024 through December 31, 2024.

The Council is requesting acceptance of this grant in accordance with M.G.L. Chapter 44 Section 53A.

Sincerely,

A handwritten signature in cursive script, reading "Sherry Manyak", is written over the typed name.

Sherry Manyak
Executive Director
Chicopee Council on Aging

Mayor John Vieau
Sharyn Riley, Auditor
City Council
file

RECEIVED
CITY OF CHICOPEE
JAN 06 2025

**CHICOPEE COUNCIL ON AGING
DONATIONS FOR PROGRAMMING
PROGRAM ACCT # 24A35518-449100**

[illegible]



CITY OF CHICOPEE MASSACHUSETTS

15

Referred to

CITY CLERK'S OFFICE
CITY OF CHICOPEE
2025 JAN 15 1:24 PM

Human Resources

Committee

11-19-2024, 12-17-2024

Mayoral appointment of Denise Londrville as a member of the License Commission to serve as a member for the term of 6 months expiring on the first of June 2025.

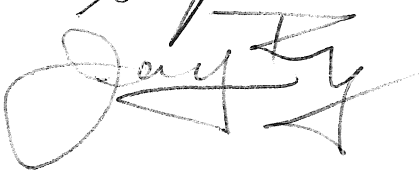
1-14-25


Motion to Approve

The Committee reports as follows:

Favorable

Unfavorable

Gary R. Lalin


Diana Solt


Abigail Arriaga (Zoom)



CITY OF CHICOPEE MASSACHUSETTS

16

CITY CLERK'S OFFICE
CITY OF CHICOPEE

Referred to

2025 JAN 15 12:41
Human Resources

Committee

12-3-2024

Mayoral appointment of Timothy Foley to the Golf Commission to serve in such office expiring on the first day of November 2028.

1-14-25 MOTION TO APPROVE

The Committee reports as follows:

Favorable

Unfavorable

Gary R. Lohr

Jeffrey

Susan Aft

McShane

Abigail Arriaga (zoom)



CITY OF CHICOPEE MASSACHUSETTS

17

Referred to

2025 JAN 15 1:24 PM
License

Committee

11-7-2024 & 12-3-2024

Application for a Junk Dealers License at 1600 Memorial Drive (inside Price Rite 0361).

Applicant – EcoATM, LLC, 10121 Barnes Canyon Road, San Diego, CA 92121

MOTION TO DENY
7/14/25

The Committee reports as follows:

Favorable

Unfavorable

Fred Rumpelt

Dan O'Neil

R. E. O'Neil

George A. Belcher

SHANE BROOKS (ZOOM)



CITY OF CHICOPEE MASSACHUSETTS

18

Referred to

License

Committee

12-17-2024

Application for an Auto Repair License for Alsultanit, LLC, located at 238 Meadow Street

Applicant Taha Alsuntani, 11 Baldwin Street, West Springfield, MA 01089

Conditions

- Good housekeeping
- No outside storage
- No junk cars
- No outside repairs
- License holder must secure a Certificate of Occupancy prior to exercising the rights granted under this license
- Total number of vehicles _____
Inside _____ Outside _____
Employee _____ Customer _____

Hours of Operation:

Mon. _____ Tues. _____ Wed. _____
Thurs. _____ Fri. _____
Sat. _____ Sun. _____

CITY OF CHICOPEE
CLERK'S OFFICE
2025 JUN 15 2:48

MOTION TO POSTPONE TO THE CALL OF THE CHAIR
1/14/25

The Committee reports as follows:

Favorable

Unfavorable

See Krampf
SHAVE BROOKS (ZOOM)

Susan Sork

Joe N...

George A. Balaban



CITY OF CHICOPEE MASSACHUSETTS

19

Referred to License Committee 12/17/2024

Application for a Class II License for Alsultanit, LLC located at 238 Meadow Street.

Applicant Taha Alsuntani, 11 Baldwin Street, West Springfield, MA 01089

Conditions

- Good housekeeping
- No outside storage
- No junk cars
- No outside repairs
- License holder must secure a Certificate of Occupancy prior to exercising the rights granted under this license
- Total number of vehicles _____
Inside _____ Outside _____
Employee _____ Customer _____

Hours of Operation:

Mon. _____ Tues. _____ Wed. _____
Thurs. _____ Fri. _____
Sat. _____ Sun. _____

2025 JAN 15 PM 2:48
CITY CLERK'S OFFICE
CITY OF CHICOPEE

AWAITING PARKING LAYOUT ON PLOT PLAN,
MOTION TO POSTPONE TO THE CALL OF
THE CHAIR. 1/14/25

The Committee reports as follows:

Favorable

Unfavorable

Sead Rampert
SHANE BROOKS (ZOOM)
Sead DB

[Signature]

George A. Balabieri



CITY OF CHICOPEE MASSACHUSETTS

20

Referred to

2025 JUL 19 P 2:48
Rules

Committee

8-6-2024, 1-7-2025

BE IT ORDERED THAT THE RULES AND ORDERS OF THE CITY COUNCIL MEETINGS SHALL BE AMENDED AS FOLLOWS:

Rule #15

DELETE

Standing committees shall be appointed as follows: Public Works, Personnel, Recreation, Communications, Utilities, Finance, Community Development, Senior Citizens, Ordinance, Rules, License, Public Safety/Police Commission, Zoning, Water Resource, Claims and Accounts, and Resort Casinos and Gaming. The committee on Finance shall consist of five (5) members to include the President and four (4) other members. The committee on Zoning shall consist of five (5) members. The Resort Casinos and Gaming Committee will conform to the Gaming Act of the Commonwealth of Massachusetts and all city ordinances of the City of Chicopee either as a host community of a surrounding community neighbor and consist of five (5) members.

AND INSERT IN PLACE THEREOF

Standing committees shall be appointed as follows: Public Works, Personnel, Recreation, Communications, Utilities, Finance, Community Development, Senior Citizens, Ordinance, Rules, License, Public Safety/Police Commission, Zoning, Water Resource, Claims and Accounts, and Resort Casinos and Gaming. The committee on Finance shall consist of five (5) members to include the President and four (4) other members. The committee on Zoning shall consist of five (5) members. The Resort Casinos and Gaming Committee will conform to the Gaming Act of the Commonwealth of Massachusetts and all city ordinances of the City of Chicopee either as a host community of a surrounding community neighbor and consist of five (5) members. The function of these committees is to research, discuss, and modify proposals for more efficient consideration by the City Council. There shall be a Committee of the Whole, which shall consist of all members of the Council.

No item shall be referred to the Committee of the Whole except if referred by a two thirds majority vote of the Council.

(Wagner/Laflamme)

The Committee reports as follows:

Favorable

Unfavorable



CITY OF CHICOPEE MASSACHUSETTS

21

Referred to

Rules Committee

6-4-2024, 9-17-2024, 1-7-2025

BE IT ORDERED THAT A PETITION TO THE GENERAL COURT, ACCOMPANIED BY A BILL FOR A SPECIAL LAW RELATING TO THE RECALL OF ANY HOLDER OF ELECTIVE OFFICE IN THE CITY OF CHICOPEE TO BE FILED IN THE GENERAL COURT WITH AN ATTESTED COPY OF THIS ORDER, BE AND HEREBY IS, APPROVED UNDER CLAUSE (1) OF SECTION 8 OF ARTICLE 2 OF THE AMENDMENTS TO THE CONSTITUTION OF THE COMMONWEALTH OF MASSACHUSETTS, SO THAT THE ATTACHED LEGISLATION BE ADOPTED PRECISELY AS FOLLOWS, EXCEPT FOR CLERICAL OR EDITORIAL CHANGES OF FORM ONLY:-

(Laflamme)

The Committee reports as follows:

Favorable

Unfavorable

AN ACT RELATIVE TO THE RECALL OF ANY HOLDER OF ELECTIVE OFFICE IN THE CITY OF CHICOPEE.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Any holder of an elective city office in the City of Chicopee may be recalled from office for any reason by the registered voters of the city as provided in this act.

An initial recall affidavit signed by at least 500 registered voters of the city containing the voters' names and addresses may be filed with the City Clerk. The initial recall affidavit shall contain the name of the officer sought to be recalled, the office sought to be recalled and a statement of the grounds for recall. The City Clerk shall immediately forward the recall affidavit to the Registrar of Voters for verification of signatures.

The Registrar of Voters shall verify the signatures on the initial recall affidavit within 14 calendar days of receipt of the initial recall affidavit. If the initial recall affidavit is found to contain a sufficient number of verified signatures, the City Clerk shall deliver to the first 10 registered voters who signed the affidavit a formal numbered and printed recall petition sheet with the City Clerk's official seal and addressed to the City Council demanding the recall and the election of a successor to the office. The 10 registered voters of the city to whom the City Clerk delivered recall petition sheets shall have 30 days from the date of delivery of the recall petition sheets in which to file their signed recall petition sheets with the City Clerk.

To proceed with the recall election, the City Clerk shall receive within 30 days from the date of delivery of the recall petition sheets, the required number of signed recall petition sheets containing the signatures, names and street addresses of at least 25 percent of the registered voters of the City as of the date the signed recall petition sheets are delivered to the City Clerk.

Within 5 working days of receipt of the recall petition sheets, the City Clerk shall submit the recall petition sheets to the Registrar of Voters and the Registrar of Voters shall verify the number of signatures which are names of registered voters of the City.

If the total recall petition sheets shall be found and certified by the Registrar of Voters to be sufficient, the certified petition shall be submitted with the certificate of the City Clerk to the City Council without delay. The City Council shall give written notice of the receipt of the certified petition to the officer sought to be recalled. If the officer does not resign within 5 calendar days of the date notice, then the City Council shall promptly order an election to be held on a date fixed by them not more than 90 days after receipt of the certified petition.

If any other city election is scheduled to occur within 100 days after the date of receipt of the certified petition, the City Council may postpone the holding of the recall election to the date of the other election and may include the question of recall on the ballot for that other election. If a vacancy occurs in the office after a recall election has been ordered, the election shall nevertheless proceed as provided in this act.

An officer sought to be recalled may be a candidate to succeed the officer in an election to be held to fill the vacancy. Unless the officer requests otherwise in writing, the City Clerk shall place the officer's name on the ballot without nomination. The nomination of other candidates, the publication of the warrant for the recall election and the conduct of the nomination and publication, shall all be in accordance with the law relating to elections, unless otherwise provided in this act.

Recall of One or more Office Holders: The question of recalling any number of officers may be submitted at the same election. For each officer whose recall is sought there shall be a separate ballot. The nomination of candidates to succeed an officer whose recall is sought, the publication of the warrant for said recall election, and the conduct of such election, shall all be in accordance with the provisions of the General Laws.

The incumbent shall continue to perform the duties of the office until the recall election. If the incumbent is not recalled, the incumbent shall continue in office for the remainder of the unexpired term. If not re-elected in the recall election, the incumbent shall be considered removed from office immediately and the office vacant.

Any elected official that is indicted for a crime punishable by imprisonment, shall be placed on paid administrative leave until the resolution of the case. If said elected official is convicted of a crime punishable by imprisonment, they shall be terminated per Chapter 435 of the Acts of 2014. The City Council shall determine by majority vote who shall fill the temporary vacancy imposed by the paid administrative leave.

An initial recall affidavit shall not be filed against an officer within 6 months after the officer takes office or within the last 6 months of the term. In the case of an officer subjected to a recall election and not recalled, a new recall affidavit shall not be filed against that officer until at least 3 months have elapsed after the election at which the previous recall was submitted to the voters of the City.

Recall Election Ballots

Ballots used in a recall election shall submit the following propositions in the order indicated:

For the recall of (name of officer)

Against the recall of (name of officer)

Immediately to the right of each proposition there shall be a square in which the voter, by making a cross mark (x), may vote for either of such propositions. Under the proposition shall appear the word "Candidates" and the direction "Vote for One" and beneath the names of the candidates nominated as hereinbefore provided.

SECTION 2. So much of the charter of said City and of the amendments thereto as is inconsistent herewith is hereby repealed.

SECTION 3. This act shall take effect upon its acceptance by a majority of the qualified voters of the City of Chicopee, present and voting therein at the state election in the current year and shall be known as Article VIII Section 66 of the Charter of the City of Chicopee.



CITY OF CHICOPEE MASSACHUSETTS

22

CITY CLERK'S OFFICE
CITY OF CHICOPEE

Referred to

Rules

Committee

1-7-2025

BE IT ORDERED THAT the City Council meet to discuss the Open Meeting Law Complaint filed by Jonathan Gerhardson received on December 13, 2024 regarding the meeting agendas and minutes not being ADA compliant and the zoom link for City Council meetings and committee meetings not being clickable.

(Laflamme)

The Committee reports as follows:

Favorable

Unfavorable



CITY OF CHICOPEE MASSACHUSETTS

23

CITY CLERK'S OFFICE
CITY OF CHICOPEE

Referred to

2025 Rules P 2: 48 Committee

10-1-2024, 1-7-2025

BE IT ORDERED THAT the Rules Committee meet for an update and review on requests for withdrawals on petitions in subcommittees.

(Pniak-Costello)

The Committee reports as follows:

Favorable

Unfavorable



CITY OF CHICOPEE
MASSACHUSETTS

24

CITY CLERK'S OFFICE
CITY OF CHICOPEE

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2025 JAN 15 P 2:49 January 21, 2025

BE IT ORDERED THAT the Financial Management Resources Bureau of the Division of Local Services be invited to conduct a review of Chicopee's Municipal Financial Policies and Financial Management Structure.

Introduced by: Timothy Wagner (At-Large)

City Council Action:

Presented to the Mayor for Approval.....
Date

Approved.....
Date

Returned to City Clerk.....
Date

Attest.....City Clerk



CITY OF CHICOPEE
MASSACHUSETTS

25

CITY CLERK'S OFFICE
CITY OF CHICOPEE

AA

2025 JAN 15 P 2:43 January 21, 2025

BE IT ORDERED THAT the Auditor, or the Auditor's representative, present a quarterly Year-to-Date budget report to the City Council every fiscal year quarter going forward upon passage of this order. BE IT FURTHER ORDERED THAT any appropriation necessary to comply with this order be made by the Mayor and transmitted to the City Council for approval.

Introduced by: Timothy Wagner (At-Large)

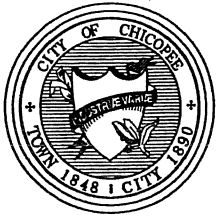
City Council Action:

Presented to the Mayor for Approval.....
Date

Approved.....
Date

Returned to City Clerk.....
Date

Attest.....City Clerk



CITY OF CHICOPEE
MASSACHUSETTS

26

CITY CLERK'S OFFICE
CITY OF CHICOPEE

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2025 JAN 15 P 2:48 January 21, 2025

BE IT ORDERED THAT the Auditing Department of the City Council and M.I.S. Department establish a web page on the Chicopee municipal website to publish Year-to-Date budget reports. BE IT FURTHER ORDERED THAT the Auditor, or the Auditor's representative, publish one current Year-to-Date budget report to this web page per month. BE IT FURTHER ORDERED THAT any appropriation necessary to comply with this order be made by the Mayor and transmitted to the City Council for approval.

Introduced by: Timothy Wagner (At-Large)

City Council Action:

Presented to the Mayor for Approval.....
Date

Approved.....
Date

Returned to City Clerk.....
Date

Attest.....City Clerk



CITY OF CHICOPEE
MASSACHUSETTS

27

CITY CLERK'S OFFICE
CITY OF CHICOPEE

^^

2025 JAN 15 P 2:48 January 21, 2025

BE IT ORDERED THAT the position of a full-time code enforcement officer be added to the City Council's office or the Mayor's office. BE IT FURTHER ORDERED THAT, under the provisions of M.G.L. Chapter 44 Section 33, an appropriation of \$65,000 be appropriated from the Stabilization Fund account to fund the salary for this position.

Introduced by: Timothy Wagner (At-Large)

City Council Action:

Presented to the Mayor for Approval.....
Date

Approved.....
Date

Returned to City Clerk.....
Date

Attest.....City Clerk



CITY OF CHICOPEE
MASSACHUSETTS

28

CITY CLERK'S OFFICE
CITY OF CHICOPEE

^^

2025 JAN 15 P 2:48

January 21, 2025

BE IT ORDERED THAT the Law Department, Planning Department, and Engineering Department conduct a review of the Commonwealth's Affordable Homes Act, specifically the sections relating to accessory dwellings, and recommend to the City Council their recommendations, if any, to appropriately and reasonably regulate such accessory dwellings.

Introduced by: Timothy Wagner (At-Large)

City Council Action:

Presented to the Mayor for Approval.....
Date

Approved.....
Date

Returned to City Clerk.....
Date

Attest.....City Clerk



CITY OF CHICOPEE
MASSACHUSETTS

29

CITY CLERK'S OFFICE
CITY OF CHICOPEE

^^

2025 JAN 15 P 2:48 January 21, 2025

RESOLUTION

Whereas Chapter 90 infrastructure funding has not exceeded \$200 Million USD for more than three fiscal years since 2012 and,

Whereas the cost of infrastructure and construction projects have risen considerably due to inflation and,

Whereas the need to fund critical infrastructure projects has increased substantially over the last thirteen years,

Now, therefore, be it ordered that the Chicopee City Council requests that the General Court of the Commonwealth of Massachusetts appropriate extra funding for Chapter 90 projects in line with the recommendation of the Massachusetts Municipal Association to an amount of \$300 Million USD.

Be it further ordered that the Chicopee City Council also send this petition to the City Council's in the following communities to consider and endorse: Springfield, Holyoke, Westfield, West Springfield, Agawam, Pittsfield, Greenfield, North Adams, East Longmeadow, Palmer, Northampton, and Easthampton.

Introduced by: Timothy Wagner (At-Large)

City Council Action:

Presented to the Mayor for Approval.....
Date

Approved.....
Date.....Mayor

Returned to City Clerk.....
Date

Attest.....City Clerk

Chicopee City Council

Frank N. Laflamme, President

Gerard Roy

Abigail Arriaga

Susan Goff

Frederick T. Krampits

William Courchesne

Mary Elizabeth Pniak-Costello

Robert J. Zygarowski, Vice President

Timothy Wagner

Shane D. Brooks

George A. Balakier

Samuel Shumsky

Gary R. Labrie



CITY OF CHICOPEE
MASSACHUSETTS

30

CITY CLERK'S OFFICE
CITY OF CHICOPEE

^^

2025 JAN 15 P 2:48 January 21, 2025

BE IT ORDERED THAT the full agenda and backup material for the City Council meetings and Committee meetings be uploaded to the city website, and that such agendas and materials be uploaded with appropriate notice in accordance with the Open Meeting Law.

Introduced by: Timothy Wagner (At-Large)

City Council Action:

Presented to the Mayor for Approval.....
Date

Approved.....
Date

Returned to City Clerk.....
Date

Attest.....City Clerk



CITY OF CHICOPEE
MASSACHUSETTS

31

CITY CLERK'S OFFICE
01060-0101

AA

2015 JAN 15 P 2:49

January 21, 2025

BE IT ORDERED THAT THE RULES AND ORDERS OF THE CITY COUNCIL MEETINGS SHALL BE AMENDED AS FOLLOWS:

DELETE

12 (d)

The President shall open the meeting to public input. Public input shall be limited to three (3) minutes. No person(s) shall be allowed to yield time to another during public input. The individual shall give their name and address prior to speaking. At any time a person not present at the close of public input makes a request to address the City Council, he or she will require a two-thirds majority roll call vote of the Council before being allowed to proceed.

AND INSERT IN PLACE THEREOF

12 (d)

The President shall open the meeting to public input. Public input shall be limited to three (3) minutes. No person(s) shall be allowed to yield time to another during public input. The individual shall give their name and address prior to speaking. At any time a person not present at the close of public input makes a request to address the City Council, he or she will require a two-thirds majority roll call vote of the Council before being allowed to proceed. No person shall speak during public input who is not a resident of the City of Chicopee or who does not have business pending before the committee such as but not limited to License and Zoning applications.

Introduced by: Timothy Wagner (At-Large)

City Council Action:

Presented to the Mayor for Approval.....
Date

Approved.....
Date

Returned to City Clerk.....
Date

Attest.....City Clerk



CITY OF CHICOPEE
MASSACHUSETTS

32

CITY CLERK'S OFFICE
CITY OF CHICOPEE

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2025 JAN 15 P 2:49 January 21, 2025

Proclamation

Honoring the Record-Breaking Achievements of the CCHS Girls Indoor Track Team

Introduced by: Samuel Shumsky (Ward 6)

City Council Action:

Presented to the Mayor for Approval.....

Date

Approved.....

Date

.....Mayor

Returned to City Clerk.....

Date

Attest.....City Clerk

Chicopee City Council

Proclamation

Honoring the Record-Breaking Achievements of the CCHS Girls Indoor Track Team

WHEREAS, the Chicopee City Council takes great pride in recognizing the outstanding accomplishments of local students who demonstrate excellence, dedication, and sportsmanship; and

WHEREAS, the CCHS Girls Indoor Track Team has achieved remarkable success during the 2024-2025 indoor track season, setting new school records and earning accolades through hard work and teamwork; and

WHEREAS, on December 22, 2024, at the CCHS Meet, the 4x200 relay team—consisting of Alex Sawicki, Gianna Sleeper, Arberesha Ibrahim, and Kyla Shumsky—achieved a time of 1:50.04, earning 1st place out of 10 teams and breaking the school record previously set in February 2024; and

WHEREAS, on December 28, 2024, at the Boston Holiday Challenge Invitational at the New Balance Track, the same 4x200 relay team earned 6th place overall with an impressive time of 1:50.54, proudly representing Chicopee and their school on a regional stage; and

WHEREAS, on January 5, 2024, Alex Sawicki claimed 1st place in the 55-meter dash with a time of 7.44 seconds, breaking the school record and further showcasing her individual talent and dedication; and

WHEREAS, on the same day, the 4x400 relay team of Alex Sawicki, Gianna Sleeper, Arberesha Ibrahim, and Kyla Shumsky achieved a time of 4:26.45, earning 1st place and setting another school record, further solidifying their legacy of excellence; and

WHEREAS, the accomplishments of these student-athletes bring great pride to their families, their school, and the entire Chicopee community, serving as an inspiration for future generations to pursue their goals with determination and teamwork;

NOW, THEREFORE, BE IT RESOLVED, that the Chicopee City Council, on behalf of the citizens of Chicopee, officially recognizes and honors the CCHS Girls Indoor Track Team for their record-breaking achievements, their dedication to excellence, and their representation of Chicopee with distinction; and

BE IT FURTHER RESOLVED, that this proclamation be entered into the official record of the Chicopee City Council as a testament to the remarkable accomplishments of these student-athletes and their positive impact on our community.

Dated this 4th day of February, 2025.



Chicopee City Council

Frank N. Laflamme, President

Robert J. Zygarowski, Vice President

Gerard Roy

Timothy Wagner

Abigail Arriaga

Shane D. Brooks

Susan Goff

George A. Balakier

Frederick T. Krampits

Samuel Shumsky

William Courchesne

Gary R. Labrie

Mary Elizabeth Pniak-Costello

PLEASE PRINT OR TYPE



RECEIVED
JAN 13 PM 1:43
CITY COUNCIL
CHICOPEE MA



PAID

33

CITY OF CHICOPEE
CITY CLERK'S OFFICE

January 13 2025

ALL FEES
NON-REFUNDABLE

TO THE CITY COUNCIL:-

The undersigned respectfully petition your honorable body for a NEW OR
RENEWAL Home Occupation License at 34 Pajak St. Chicopee MA
01013 for the purpose of doing cottage kitchen
baking permit - no storefront + Made to order
baked goods + for sale @ Farmers Markets / retail residential
kitchen permit

NAME AND ADDRESS OF INDIVIDUAL

PHONE NUMBERS

BUSINESS 413-435-0792
HOME "

Pamela Cataldo
34 Pajak St. Chicopee MA
01013

SIGNATURE OF APPLICANT

_____ 20 _____ On Motion of City Councilor _____

FORMS REQUIRED

- 1 Application _____
- 1 Affidavit _____
- 1 Tax Verification form _____
- 1 Workers Comp. Cert. _____



New or Renewal

CITY OF CHICOPEE
MASSACHUSETTS

34

ALL FEES ARE NON-REFUNDABLE

Date of Petition: January 15, 2005

TO THE CITY COUNCIL:

The undersigned respectfully petition your honorable body for

A Junk Dealer's License At: 81 Center Street

Applied for by: Millie Onn Moore
Michelle Johnson
42 Second Street
Springfield, MA 01104

Phone Numbers:

Business: 413-777-2053

Home: [REDACTED]

Name and address of Petitioner:

Michelle Johnson
42 Second Street
Springfield, MA 01104

Signed: Michelle Johnson

Date of Meeting: On the motion of Councilor:

Affidavit ☒

Tax Verification Form ☒

Workmen's Compensation Certificate ☒

Amount Paid: \$90.00

Clerks Initial: Jee

\$105
per
DW

THE COMMONWEALTH OF MASSACHUSETTS
CITY OF CHICOPEE

35

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE, OR ASSEMBLE
SECOND HAND MOTOR VEHICLES OR PARTS THEREOF

=====

CLASS 2

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a class license, to Buy, Sell, Exchange or assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. Name of the business: JP Auto Repair and Sales
2. Business address: 401 Hampden St. Chicopee MA 01013
3. Is the above concern an individual, co-partnership, and association or a corporation? individual

3A. If an Individual, state full name and residential address:

Gaenett Dunkelly 578 Springfield St 1st floor Chicopee MA

4. If a co-partnership, state full names and residential address of the person composing it.
5. If an association or a corporation state full names and residential addresses of the principal officers.
President:
Secretary:
Treasurer:
6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles: selling
If so, is your principal business the sale of new motor vehicles: NO
Is your principal business the buying and selling of second hand motor vehicles: YES
Is your principal business that of a motor vehicle junk dealer: NO
7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

401 Hampden Street is a garage used for Auto Repair with 3 days and also used auto sales.

8. Are you a recognized agent of a motor vehicle manufacturer? NO

If so, state name of manufacturer:

36-2d
FEE \$36.00

36
NEW OR RENEWAL
CITY OF CHICOPEE

APPLICATION FOR A LICENSE FOR JP Auto Repair + Sales TO DO WORK ON
MOTOR VEHICLES OR PARTS THEREOF: Auto Repair License

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a
license to repair and to do body work on motor vehicles or parts thereof, in
accordance with the provisions of Chapter 188, Section 16 of the revised ordinances of the
CITY OF CHICOPEE.

Name of the business? JP Auto Repair + Sales

Business Address: 401 Hampden St Chicopee MA 01013

Is an individual, co-partnership, an association or corporation:

If Individual state Name: Garnett Dunkelly

If a co-partnership state name:

If an association or corporation state name: NA

Are you engaged principally in the business of repair & bodywork on motor vehicles? yes

Give a complete description of all the premises to be used for the purpose of carrying on all
repair and do body work on motor vehicles: repair of motor vehicles including
brakes, engine repair, transmission repair, electrical repair
RESTRICTIONS:

Auto body work

Are you a recognized agent of a motor vehicles manufacturer? NO

If so state name of manufacturer: WA

Have you ever applied for a license to do repair and auto bodywork on motor vehicles? NO

If so, in what city: Did you receive a license? Year

Has any license issued to you in Massachusetts or any other state to do repair and auto body
work on motor vehicles ever been suspended or revoked? NO

Sign your full name Garnett Dunkelly
Residence 578 Springfield St. Chicopee, MA 01013
Business Telephone Number 413 419 8556

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE
STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE
SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

DATE OF APPROVAL/DENIAL

LICENSE FEE

SIGNED